

Dell Rapids School District #49-3



Policies and Regulations **Code: KG-R – School-Community Relations**

KG-R USE OF SCHOOL FACILITIES

Pursuant to Policy KG, the Dell Rapids School District Board of Education allows the use of school facilities for activities by individuals and entities when such activities do not conflict with the use of the facilities by the Dell Rapids School District. However, no person, group, or organization other than the Dell Rapids School District has any vested right to use school property.

The procedure for submitting application for use, fee schedule and rules related to the use are as set forth in this regulation.

REQUESTS

- A. Any person or entity wishing to use the Dell Rapids School District facilities for a purpose which is not directly related to the operation, purpose and objective of the Dell Rapids School District must submit a written request to the building principal at least three (3) working days prior to the date requested to allow sufficient time to complete a Facilities Use Agreement, receive Proof of Insurance, and notify all parties concerned. The building principal may waive the three (3) day prior notice requirement upon extenuating circumstances.

- B. User fees may be assessed to cover utilities, maintenance, and custodial and administrative costs. User fees are based upon the (1) status of the applicant as resident or nonresident, (2) status of the applicant being “for-profit” or “non-profit” and (3) District direct or indirect expenses incurred due to facility being used for non-school purposes.
 - 1. The application for use shall identify the applicant as resident or nonresident and as being “for-profit” or “non-profit.”
 - 2. “Resident user” is defined as a person residing within the Dell Rapids School District or entity having its principal place of business located within the Dell Rapid School District. Any user not meeting the definition of “resident” shall be deemed to be a “nonresident.”
 - 3. A “for-profit” user is a user (person or entity) which is in business for the purpose of generating a financial profit for the user and the user, in his/her/its sole discretion, determines how that profit is to be distributed.
 - 4. A “non-profit” user is a user which is organized under rules (such as a non-profit corporation) that prohibit the distribution of profit to any person or persons and all profit generated by the user after payment of expenses are reinvested in objectives of the non-profit user. “Non-profit” users include organizations with IRS 501c3 status and organizations with State of South Dakota non-profit status. The superintendent of schools may also recognize as “non-profit” organizations that exist solely to provide programs and services that are of public benefit and do

not charge any fees or admissions for their activities. *[For purposes of assessing the user fee the “for-profit” and “non-profit” distinction applies to the type of user and not to the activity or event for which the school facility is to be used by the user.]*

5. The Dell Rapids School District may require verification in a manner determined by the District from an applicant of the applicant’s residency and/or non-profit status for the purpose of determining the applicable user fee and prior to granting the applicant the use of school facilities.
- C. Applications by an entity for the use of a school facility must be signed by a person authorized by the entity to submit the application, and by the signing of the application on behalf of the entity denotes that the person signing the application has such entity authorization.
 - D. Persons or entities wishing to use school facilities on a regularly scheduled basis throughout the school year (school year being defined as from July 1 to June 30) need file only one request at the beginning of the school year. However, the person or entity having received year-long permission must submit a separate request for special events/activities not identified in the request for year-long application for use. Year-long requests for the use of District facilities must be renewed each year.
 - E. All applications must be signed by a person at least twenty-one (21) years old, said person being responsible to the District for the individual’s (or entity’s, if applicable) use of the facility.
 - F. District administrators, or in the absence of a school administrator the custodian on duty, have the right to terminate any activity at any time if, in his/her judgment there are violations of Board Policy, or federal, state, or municipal laws, or if the activity is deemed to be hazardous to people, buildings, or equipment.
 - G. The District reserves the right to rescind any permission previously granted for the use of school facilities, without liability to the District, Board of Education and individual school board members, and District employee’s, should such action be deemed necessary or desirable in the sole discretion of the District for a legitimate reason and provided such reason is not discriminatory in nature (i.e., based upon race, religion, gender, disability, and such other discriminatory classifications established by the federal government or State of South Dakota).
 - H. Use of school facilities by school employees:
 1. School employees wishing to use a school facility for a school authorized activity, including but not limited to doing work-related activities when school is not in session, or by supervising “open gym” or weight room/physical fitness activities when school is not in session, are not required to submit a written request, pay any otherwise applicable user fee, sign a Facility Use Agreement or provide insurance verification but are required to schedule the use of the facility with the building principal. The employee shall be responsible for securing the building and leaving it in a clean and usable condition for the next school day.
 - a. Open Gym Supervision and Participation: Upon prior approval by the school administration, district employees may provide open gym for students during non-school hours. The time and day(s) of the open gym shall be made known to the student body by the administration in a timely manner through announcements, bulletin board postings, articles in the school newsletter, etc. Participants must furnish their own clothing such as sweat suits, shorts,

shoes, etc. District employees who are coaches may supervise open gym activities but may not coach during that time. Supervision is defined as observing the activity. District employees may participate in school-sponsored open gym activities pursuant to this provision only if their participation does not violate another District or SDHSAA policy, rule or regulation.

- b. **Weight Room Supervision and Participation:** Upon prior approval by the school administration, district employees may provide weight room and physical fitness equipment opportunities for students during non-school hours. The time and day(s) of the open gym shall be made known to the student body by the administration in a timely manner through announcements, bulletin board postings, articles in the school newsletter, etc. The weight room and use of physical fitness equipment is limited to use by the students under the supervision of a physical education instructor or a coach who is employed by the Dell Rapids School District to coach the athletic activity for which the weight room participants are training. Supervision is defined as observing the activity or providing assistance with the equipment but does not include personal use of the equipment by employees. All weight room supervisors and coaches must have completed a required training program on the proper use of the equipment before supervising student use. No school employees shall use the equipment during the period of time the employee has supervisory responsibilities.
2. District employees may use the gym as part of the employee's personal health/wellness program. The employee is responsible for paying for any damages or costs incurred by the District as a direct result of the use.
 - a. The gym is available for personal use by District employees and their immediate family provided the employee is present, provided the use is not during the eight-hour school day and provided the facility has not been scheduled for school use or use by a non-school individual or entity.
 - b. No persons other than the employee and his/her immediate family may be present during such use.
 - c. Only gym shoes with white or gum-rubber soles are allowed on the gym playing surface. Street, hard-soled, soccer, and any black-soled shoes are not permitted. Use of resin or other substances on floor surfaces is not permitted.
 - d. District employees who use the gym for their personal use under this policy are doing so outside the scope of their employment.
 3. District employees may use the weight room as part of the employee's personal health/wellness program. The employee is responsible for paying for any damages or costs incurred by the District as a direct result of the use.
 - a. The weight room is available for personal use by District employees provided the use is not during the eight-hour school day and provided the facility has not been scheduled for school use or use by a non-school individual or entity.
 - b. No persons other than the employee may be present during such use.
 - c. The employee must complete a required training program on the proper use of the weight room/physical fitness equipment or execute a waiver.
 - d. District employees who use the weight room for their personal use under this policy are doing so outside the scope of their employment.
 4. Should a school employee wish to use a school facility for any purpose other than that in #1 and #2 above, the rules and regulations applicable to the general public shall apply.

ACCESS TO FACILITY/SCHOOL GROUNDS

- A. In the sole discretion of the District, the District will either provide the user with the necessary key(s) for the user to access the facility/school grounds to be used and lock the facility/school grounds after use, or require user have a school employee open the facility/school grounds before and lock the facility/school grounds after user's activity.
- B. Should the District choose to provide the necessary key(s) user shall (1) return the key(s) upon the conclusion of the activity identified in the Facility Use Agreement, (2) pay a \$50.00 deposit for the key(s) with said deposit to be refunded upon the return of the key(s) to the District, (3) not allow any person other than the user to be in possession of the key(s), and (4) not allow the duplication of the key(s).

INSURANCE AND INDEMNIFICATION

- A. Notwithstanding SDCL 13- 24-20, which states that the school district is not liable for any damages which might arise as the result of such use or occupancy, the applicant must submit with the application for use of a school facility a certificate of insurance, verifying that the applicant has for the activity for which use of the school facility is requested general liability insurance with minimum limits of liability in respect to bodily injury or death of \$500,000 for each person and \$1,000,000 for each occurrence, and in respect to property damage of \$100,000 for each occurrence. However, receipt by the District of such verification does not constitute and shall not be deemed a waiver by the District of the immunity for liability granted to the District by SDCL 13-24-20. If a certificate of insurance is not provided, the individual applying for facility use consents that, by signing the facility use agreement, he/she assumes all and exclusive responsibility and liability for any injury to persons, damage to school facilities or school personal property that may result from use of said facility and that he/she agrees to indemnify and hold the Dell Rapids School District, its agents and servants, and employees harmless from and against all claims and expenses for it, including attorney fees.
- B. The Dell Rapids School District shall be indemnified from any claims, demands, losses, injuries or damages to persons or property which may be sustained by reason of the use of the approved facilities together with reimbursement for any legal fees or costs incurred as a result of any such claim or demand, except liability arising from the District's own negligence.

PRIORITIES FOR USE

- A. The use of school facilities for non-school purposes shall in no way restrict or limit the educational program, including school activities. School facilities shall not be used for non-school purposes during the school day (school day being between 8 a.m. and 4 p.m. when school is in session as shown on the school calendar).
- B. Priorities for use of school facilities will be as follows:
 - 1. School-related activities/meetings authorized by District administration or Board.
 - 2. Joint use agreements with the City of Dell Rapids and other governmental (state, federal, county or township) entities.
 - 3. Children/youth activities sponsored by a resident non-profit user.
 - 4. Children/youth activities sponsored by a non-resident non-profit user.
 - 5. Children/youth activities sponsored by a resident for-profit user.

6. Children/youth activities sponsored by a non-resident for-profit user
 7. Activities/programs sponsored by a resident non-profit user for the general public.
 8. Activities/programs sponsored by a resident for-profit user for the general public.
 9. Activities and programs sponsored by a non-resident non-profit user for the general public.
 10. Activities and programs sponsored by a non-resident for-profit user for the general public.
- C. Resident non-profit users and non-resident non-profit users may be granted permission to use school facilities on a temporary basis (not to exceed one year) in the event of emergency or in order to allow time to build or acquire the user's own facility. If at the end of one year the organization is actively engaged in providing its own facilities, but has not yet completed them, the user may be granted additional use time, such additional time which may be granted not to exceed one additional year. User fees applicable to for-profit users shall be assessed to the non-profit user during the entire period of time the use of school facilities is granted pursuant to this provision.

FACILITIES USE AGREEMENTS

- A. A Facilities Use Agreement must be signed by the individual or authorized entity representative and authorized District representative as a condition for permission to use a school facility. The applicant requesting use of a school facility must return a signed Facilities Use Agreement and submit the applicable user fee, if any, to the building principal not less than three school days prior to the date of requested use. The facility is considered reserved when the applicant returns the signed Facilities Use Agreement and pays the applicable user fee, if any, and Facilities Use Agreement is signed by the building principal.
- B. Facility use is restricted to the dates, hours and areas specified in the Facilities Use Agreement.
- C. The individual/entity granted permission to use a school facility shall not assign, sublet or transfer in any way the use the facility or any part of the facility to any other person or entity.
- D. The individual/entity granted permission to use a school facility shall be responsible for using the facility for the purpose described in the Facility Use Agreement.

FACILITY USER FEES

- A. Fees assessed for the use of school facilities are not rental payments, as that term is generally understood, but are fees associated with the cost borne by the District for the use of the facility for a non-school purpose and for which expenses would not otherwise have been incurred by the District. Such expenses include such things as utilities, supplies, maintenance of facilities, custodial and cafeteria services as well as administrative services necessary to process each request and Facilities Use Agreement. Such user fees are established by the Board of Education and are subject to change as the Board may deem appropriate.
- B. All user fees are computed on an hourly rate beginning with the time the building is required to be open and ending with the time the building is no longer occupied by any person on the premises participating in the activity for which the use was authorized.
- C. Individuals or entities that use a school facility on a regularly scheduled basis throughout the school year or a portion thereof may be billed the user fee on a monthly or quarterly basis. Payment is due

within 30 days of mailing date, and failure to pay the user fee shall result in the revocation of the permission to use the facility. Should permission be revoked due to the failure of the user to pay the use fee any subsequent request by the user to use a school facility shall not be granted until all past due user fees are paid in full and unless the user fee applicable to the requested use period is paid at the time the request for subsequent use is submitted.

- D. Unless otherwise specifically provided in these regulations, no user fee shall be assessed for use by resident or nonresident non-profit users if the activity is for the direct and sole benefit of students of the Dell Rapids School District such as but not limited to grade school basketball, football and wrestling (including the Disney Wrestling program), post prom and visiting musical groups, provided that no participation fee or admission fee is charged by the non-profit user and there is no custodial expense incurred by the District.
- E. No user fee shall be assessed to Dell Rapids School District affiliated entities (such as the Parent Teacher Association, Dell Rapids Education Association, a recognized state or regional professional educator organization) or federal, state, county or township governmental entities.
- F. Non-profit users sponsoring an activity which is not for the direct and sole benefit of Dell Rapids School District students and for which a participation or admission fee is charged, or which results in there being a custodial expense incurred by the District, shall be responsible for payment of the user fee schedule as set forth in these regulations.
- G. A user fee shall be assessed to all individual for-profit users and for-profit entity users according to the user fee schedule set forth in these regulations and notwithstanding that the use may not result in there being a custodial expense incurred by the District.
- H. The Board of Education reserves the right to waive user fees in its sole discretion provided the user requesting the waiver provides the District with valuable compensation (such as educational or facility services, supplies or materials) in lieu of monetary fee payment in a manner acceptable to the Board. Any request for a fee waiver pursuant to this provision shall be in writing and shall include the reason for the waiver request and proposed compensation in lieu of monetary fee payment, and submitted to the Superintendent.

CANCELLATIONS/CONFLICTS

- A. Cancellation of a signed Facility Use Agreement must be received at least two working days (working days being defined as Monday through Friday, inclusive, when school administrative offices are open) prior to the date of the scheduled use. Failure to cancel within the prescribe time frame shall obligate the user to pay for all custodial and other such expenses incurred in specifically opening the building to meet the conditions of the Facilities Use Agreement and may result in the user being denied any subsequent request for use of school facilities.
- B. The District reserves the right to cancel a Facilities Use Agreement or reschedule the use of school facilities by a user, without notice and without penalty to the District, should the facility be needed for District use. Use of school facilities by non-school individuals and entities is automatically cancelled when school is closed and all school activities are suspended due to inclement weather or other conditions. The District shall notify the person having signed the Facility Use Agreement and

that person shall be responsible for notifying persons associated with the scheduled event of the cancellation.

SUPERVISION

- A. The user shall be held fully responsible for the proper use of the building facilities. The conduct of the persons in attendance and the scheduling of the activities within the time limit of the permit will also be the responsibility of the authorized user.
- B. All activities must be under the supervision of person(s) at least age twenty-one (21) years of age. Each authorized user is responsible for the behavior and conduct of all persons using the facility pursuant to the applicant's request for use of the facility. If the activity includes participants who are less than eighteen (18) years old the sponsoring person/entity must provide at least one supervisor for every twenty-five (25) participants who are less than eighteen (18) years old.
- C. If the use of the school facility is for a youth activity the building custodian or principal will not permit entry to the building unless the supervisor is present. It is the responsibility of the supervisor to permit entry only to those authorized to attend. The supervisor is responsible for seeing that the last member leaves the facility at the end of the activity before the supervisor leaves the facility.
- D. Should damage or theft occur as a result of failure to comply with these responsibilities, the user shall make prompt payment for any assessments levied by the school district and the user may be denied future use of school facilities.
- E. In signing a Facilities Use Agreement, the user agrees to leave the facility and its contents in an orderly and clean manner and to replace anything that may be damaged while in use.
- F. The Board of Education shall determine the amount of compensation to be paid to the District for damage to the school property.
- G. Should circumstances indicate possible excessive abuses of school property, a security deposit may be required by the District prior to the applicant being granted use of the facility.

ALCOHOL, DRUG AND TOBACCO FREE ENVIRONMENT

No user authorized to use a school facility pursuant to this policy and corresponding regulations shall permit or allow the use of drugs, alcohol and tobacco products in school facilities or on school grounds. This prohibition applies to all persons regardless of age and regardless of whether they may legally use the products. Violation of these restrictions shall result in the permission to use school facilities being rescinded.

SPECIAL PROVISIONS

A. GYMNASIUMS

- 1. Only gym shoes with white or gum-rubber soles are allowed on the gym playing surface. Street, hard-soled, soccer, and any black-soled shoes are not permitted. Use of resin or other substances on floor surfaces is not permitted.

2. Folding bleachers and partitions are to be operated only by custodians or school personnel.
3. Users are permitted to use the shower/locker room facilities; however, when shower/locker room facilities are to be used the user must discontinue gymnasium activities at least one-half hour before scheduled ending time of the gymnasium use.
4. All recreational equipment is to be furnished by the user. Users wishing to use school equipment must obtain prior approval as part of the Facilities Use Agreement. The District reserves the right to require the user to pay a reasonable deposit for the use of the equipment and which deposit shall be refunded to user less any amount retained by the District should there be damage to the school equipment.

B. WEIGHT ROOM

1. Due to safety/liability issues, and to avoid competition with local fitness centers, the weight room is not available for public use.
2. The school administration may authorize use of the weight room for student training activities under the supervision of a coach and for employee wellness activities.
3. All persons in student training programs and employee wellness programs who shall be using the weight training equipment shall either have received instruction in the proper use of the equipment (at user's cost) or shall sign a waiver indicating such training is not desired. The District is not responsible for the training in proper use of the equipment during the time the facility is open to the public.
4. All persons in student training programs and employee wellness programs using the weight training equipment shall sign a copy of the school weight room policy and release before using the weight room. A parent or legal guardian shall sign the form on behalf of any child under the age of 18 who will be using the facility for these purposes.
5. Neither the District nor District employees are responsible for persons using the weight room when it is being used for private purposes and not in conjunction with a school program or school activity.

C. CAFETERIA/KITCHEN

1. A Lunchtime Solutions employee must be present if the elementary or high school kitchen is used to prepare or cook food. The user shall be billed for the employee's time.
2. No meals may be prepared or equipment used except under the supervision of a Lunchtime Solutions employee. The Lunchtime Solution employee will supervise the use of cafeteria equipment and will operate burners and ovens if they are used.
3. The user is to furnish user's own dishes, silverware and other serving or cooking utensils, unless other arrangements have been made with Lunchtime Solutions. The user using the cafeteria is responsible for ensuring that tables, floors and equipment are clean, all decorations are removed and garbage and waste are disposed of after use and as directed by the District employee on duty.
4. If a meal is catered, all arrangements for tables, chairs, equipment and set up must be made with building principal and custodians.

D. EQUIPMENT

1. Equipment, including but not limited to recreational equipment, computers and audio-visual equipment belonging to the Dell Rapids School District is not available for use unless specified in the Facilities Use Agreement.
2. User may be required to post a security deposit as a prior condition for the use of school equipment.
3. School equipment is not available for use off school premises.
4. Lighting and Sound Equipment
 - a. Requests that require use of District light and/or sound systems are subject to approval on the basis of availability of District employees who are qualified to operate the equipment.
 - b. The user must make prior arrangements with the District for the use and operation of the equipment and the user shall be billed for the District employee's time.

E. SCHOOL GROUNDS

1. The track, football field and football practice field are school grounds subject to the facility use policy and regulations.
2. Individuals and entities wishing the use of school grounds must submit a facility use request and execute a Facilities Use Agreement as a condition of use.
3. Portable restrooms at user's expense may be required by the District as a condition for the use of school grounds.
4. Water and electricity may be provided by the District and if so provided user shall be billed for the same.
5. There will be no changes made in any utility hookups or wiring without the prior approval of the Athletic Director and the superintendent. Upon approval, these changes will be made at the user's expense and must be made by a qualified contractor approved by the District.
6. No vehicles will be driven on the field or running track.
7. The user is responsible for care of the school grounds and removal of litter. User shall be held responsible for any property damage occurring at the time of use. Failure by user to return the property after the use in the same condition it was in at the commencement of the use shall result in the user being billed for restoration of the school grounds to its prior condition and may also result in the user being denied the privilege of using the school grounds in the future.
8. Track:
 - a. The track, and related areas such as the shot put and discus areas, will be properly prepared for all meets by the District personnel at user's expense.
 - b. Operators for the scoreboard and an announcer for the public address system will be furnished by the District at user's expense unless other arrangements have been made and approved by the Athletic Director and superintendent.
 - c. All other track meet workers and officials must be provided by user and at no cost to the District.
 - d. All necessary track equipment such as hurdles, shot puts, etc., will be furnished by the user unless other arrangements have been made and approved by the Athletic Director and superintendent.
 - e. User shall not allow spectators on the track or field except for cheerleaders and photographers and other persons taking part in ceremonies or presentations.

F. DAKOTA DIGITAL NETWORK (DDN)

The Facility Use Policy and Regulations shall be applicable to the use of the Dakota Digital Network (DDN) equipment.

G. CONCESSION RIGHTS

Concession rights for non-school activities are retained by the District unless the Board of Education, in its sole discretion, specifically authorizes otherwise on a written request submitted to the Board by the user.

LEGAL REFS.: SDCL 13-24-20 Use of school facilities or buses for other community or commercial purposes-- Compensation--Liability for damages. The school board may grant the use of school facilities, computers, motor vehicles, or land belonging to the school district for any purposes which it considers advisable as a community service for such compensation as it determines. The use may also include a contract with a vendor that sells soft drinks or other concessions on school property. The use may not interfere with school activities. Any person or persons or public body using such school facilities, computers, motor vehicles, or land is responsible to the school district for any and all damages that may be caused by reason of the use or occupancy. The school district is not liable for any damages which might arise as the result of such use or occupancy, including the use of school computers by students.

ADOPTED: 09-1999
REVIEWED: 04-2003
AMENDED: 05-2009