

Harrisburg School District	NEPN Code: KG-E
Policy Manual	

HARRISBURG SCHOOL DISTRICT FACILITY USE/LEASE AGREEMENT

The Harrisburg School District School Board encourages the use of school facilities by community groups for activities of an educational, cultural, civic, social, recreational, governmental, and non-partisan political nature which are sponsored by local organizations, agencies, or institutions. The School Board reserves the right to give special considerations to non-community groups for the same aforementioned activity types.

By scheduling a District facility, the lessee is agreeing to the terms of this agreement.

PROHIBITED ACTIVITIES

The following activities will be prohibited on school grounds or in school facilities:

- Partisan political meetings.
- Promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof advocating governmental change by violence.
- Any activity that may violate the canons of good morals, manners or taste, or be injurious to the buildings, grounds or equipment.
- Any purpose in conflict with school activities.
- Commercial advertising or activities for the purpose of making a profit or selling or promoting a product or service, unless it's part of a marketing program through the school or is deemed allowable by the Superintendent or designee.
- Fund-raising campaigns except as permitted by School Board policy or special action of the School Board.
- Activities which are discriminatory in the legal sense.

SCHEDULING

The scheduling of any district facility, whether charged or not charged, is to be completed with the Activities Director/Assistant Activities Director/Fine Arts Director/Theater Manager. No dates are guaranteed until scheduling and agreement are finalized.

- Requests to use Harrisburg School District facilities will be made through the online facility scheduler, which can be accessed at the following web address:
- <http://fsharrisburg.rschoolday.com/authentication/credential/requesterlogin>
- Links are also available on both the district website and on each school's individual websites.
- All Facility Agreements must be negotiated, approved, and signed within the following time frames:
 - Twenty-Eight (28) Calendar Days: Agreements that include use of the HHS PAC, NMS and EMS PAC, or HHS or FA Little Theater.
 - Three (3) Calendar Days: Agreements that include the use of gyms for youth athletic practices.
 - Fourteen (14) Calendar Days: Agreements that include use of all other areas within the district not previously described.

CANCELLATION/CONFLICTS

Cancellation must be received at least three (3) working days prior to the date of usage.

- Failure to cancel shall obligate the organization/group to pay for all staffing and other expenses incurred.
- The school district reserves the right to cancel the usage agreement without penalty to the school district.
- All use of facilities by outside groups is automatically canceled at any time when school must be closed due to inclement weather or other conditions.

FEES

Fees vary depending on the organization, group, or individual requesting facility usage. The lists below are not inclusive and may be expanded by the Activities Director.

- **NO FEE**
 - Activities sponsored by the Harrisburg School District/approved by administration
 - Tiger Nation Foundation
 - Harrisburg School District Parent/Teacher Organizations
 - Harrisburg School District Booster Organizations
 - SDHSAA District, Region, and/or State Events
- **NO FEE OR REDUCED-RATE AT THE DISCRETION OF THE ACTIVITIES DIRECTOR**
 - City of Harrisburg/Township Civic Groups
 - Service Organizations
 - Harrisburg Big Sioux Youth Basketball and Volleyball League Teams
 - Harrisburg Days Foundation
 - Harrisburg Junior Olympic Volleyball
 - Harrisburg District Employees
 - Harrisburg Youth & Flag Football Teams
 - Harrisburg Youth Wrestling Club
 - Local Boys/Girls Scouts Troops
 - Local Instructional Camps/Clinics
 - Non School Sponsored Activities or Clubs
- **FEE SCHEDULE**
 - **Facility**
 - ◆ Classroom(s), Library, DDN Rooms, or Commons Area - \$35/hr
 - ◆ Kitchen- \$40/hr
 - ◆ Gymnasiums - \$35/hr per court
 - ◆ Grass Practice Fields (with field markings) - \$35/hr
 - ◆ Athletic Complex- Turf Only- \$90/hr
 - ◆ Athletic Complex- Turf & Press Box - \$175/hr
 - ◆ Athletic Complex Lighting - \$100/hr
 - ◆ Concessions Areas - \$40/hr
 - ◆ HS Performing Arts Center - \$225/hr
 - ◆ NMS or EMS Performing Arts Center - \$175/hr
 - ◆ High School Little Theater - \$90/hr
 - ◆ FA Little Theater - \$100/hr

- **Equipment-** Only available for those renting commons or gyms, based on availability of equipment.
 - ◆ Folding Tables (8) - \$20/day
 - ◆ Folding Chairs (50) - \$25/day
 - ◆ Lunch Tables (20) - \$40/day
 - ◆ Show Choir Risers (16) - \$150/day

- **Fine Arts Equipment-** Only available for those renting the Performing Arts Centers or Little Theaters, based on availability of equipment.
 - ◆ Lecterns (1) - \$10/day
 - ◆ Tables (4) - \$10/day
 - ◆ Concert/Music Chairs (50) - \$25/day
 - ◆ Music Stands (50) - \$25/day
 - ◆ Projector/Cyclorama (1) - \$50/day
 - ◆ Grand Piano (1) - \$100/day *Additional tuning at market rate if requested, based on availability.*
 - ◆ Choral Risers (10) - \$100/day
 - ◆ Show Choir Risers (16) - \$150/day

- **Sound Setup-** Only available for those renting the Performing Arts Centers or Little Theaters, based on availability of equipment.
 - ◆ Sound Board Access - \$100/day
 - ◆ Handheld Microphone with Stand (4) - \$50/day
 - ◆ Wireless Headset Microphone (6) - \$200/day
 - ◆ Technician Communication Headset (6) - \$50/day

- **Light Setup-** Only available for those renting the Performing Arts Centers or Little Theaters, based on availability of equipment.
 - ◆ Light Board Access - \$100/day
 - ◆ Spotlights (Performing Arts Centers Only) (2) - \$50/day
 - ◆ Light hanging and/or board programming of lighting specials/cues - \$75/hr

- **Staff Compensation**
 - ◆ Kitchen, tech support, and/or theater technical staff- \$35/hr per staff member
 - ◆ The District reserves the right to assign custodial staff at \$35/hr per staff member

- **Additional Cleaning Fee**
 - ◆ Cleaning charge of \$35/hr per staff member may be assessed in the event additional cleaning is required beyond the signed agreement.

KITCHEN/COMMONS AREAS

A District food service employee must be present if kitchen equipment is used.

- The district employee(s) will supervise the use of kitchen equipment and will operate burners, ovens, and dishwashers.
- Lessees are to furnish their own dishware, silverware, and other serving or cooking utensils, unless prior arrangements have been made with the District.
- The lessee will see that tables, floors and equipment are clean, all decorations are removed, and garbage and waste are disposed of at the direction of the District employee(s) on duty.
- Tables and other equipment in the commons are not to be moved without the permission of the school principal, the building custodian and/or a food service employee(s). No children under the age of sixteen (16) are allowed in the kitchen areas at any time.
- Concessions may be sold during events. No alcoholic beverages are permitted. Only Pepsi products along with Coke and Diet Coke will be allowed in and on district grounds. These must be purchased through Pepsi directly. Contact information will be provided at time of rental.
- The Food Service Director can be reached at 605-743-2567 ext. 3137.

DISTRICT FACILITY PERSONNEL RESPONSIBILITIES

Facility personnel may be on duty whenever an outside organization or group uses District facilities.

- Facility personnel will see that the facility is open at the designated time, see that any requested set-up arrangements have been completed, and will be available to respond in case of a building emergency.
- The facility personnel will not permit a group to enter a building unless a rental/usage agreement has been signed.
- Facility personnel have the responsibility and authority to restrict building use to those hours and areas specified in this agreement.
- Facility personnel have the authority to ask groups to leave the premises if such members of the group violate district policy or the terms of this agreement.
- Facility personnel will report any damage and/or reason for discontinuation to the Activities Director.

LESSEE RESPONSIBILITIES

- All lessees will abide by all District policies to include, but not limited to, AEA: Drug, Alcohol, and Tobacco/Nicotine Free Schools; KG: Community Use of School Facilities; KGB: Public Conduct on School Property; and JRB: Peanut/Tree Nut Policy
- Repair to damaged equipment is the responsibility of the lessee.
- Fees are to be paid within 30 days of the receipt of invoice.
- The lessee is responsible for providing an approved adult leader while using the facility.
 - It is the responsibility of the adult leader to permit entrance only to those authorized to attend the event.
 - The adult leader is responsible for ensuring the last member leaves the premises at the end of the activity.

INSURANCE COVERAGE/DAMAGES

The Harrisburg School District shall be indemnified for 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.

Every organization is required to file a certificate of insurance with the Business Office prior to using school district facilities. Organizations who use school district facilities must have in force, with insurers licensed to do business in the state of South Dakota, comprehensive 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.

Organizations may also be asked to provide insurance consisting of such coverage's and amounts as the district may reasonably require.

The Lessee agrees to take good care of the premises, to commit no waste and suffer no injury to be done to the same and return the possession of the same to the Lessor on the expiration of the Lease in as good condition as at the commencement of this Lease. Any damage to premises during the time of the lessee will be the financial responsibility of the Lessee.

COACH/CAMP USAGE

When coaches are coaching a camp or clinic using the Harrisburg facilities, they will be paid the following for the one (1) camp, the first if there is multiple, each year: Head coaches and assistant coaches will be paid at a rate determined by the School Board for camp time. Head coaches receive the same pay for preparation time. Preparation time needs to be approved by the Activities Director. Guest coaches will be paid by agreement approved by the Athletic Director. For any additional camps after the first each school year, the head coach can decide to either have the above conditions used for any subsequent camps or the next camp(s) will be treated like an outside organization and will pay the facility fee for the use of the facility and will need to follow all other rules that outside organization for profit would follow.

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