

HARRISBURG SCHOOL DISTRICT **FACILITY USAGE/LEASE POLICY 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.

The Superintendent is directed to maintain procedures, which implement the use of school facilities and establish rental schedules for such use, if required by such policy. Rental fees will cover utility, personnel, and custodial costs.

PROHIBITED USE(S)

Use of facilities will not be permitted for the following, unless authorized by the Superintendent:

- *Any purpose in conflict with school activities.*
- *Promulgating any theory or doctrine subversive to the laws of the United States as any political subdivision thereof advocating governmental changes by violence.*
- *Any activity that may violate good morals, manners or taste, or be injurious to the buildings, grounds or equipment.*
- *Commercial activities: commercial is defined as any activity, event or performance conducted by a group NOT identified on Page 2 of this policy, for the purpose of making a profit or selling or promoting a product or service. Excluding concession and admission sales.*
- *Partisan political meetings are only allowed in the Community Room.*
- *Activities, which are discriminatory in the legal sense.*

The use of drugs, alcohol, and tobacco in school facilities and on school premises is prohibited.

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.

- *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, as well as on each school's individual websites.*
- *All Facility Agreements must be negotiated, approved, and signed within the following timeframe:*
 - *All Facility Agreements: at least fourteen (14) calendar days in advance of the activity.*
 - *Facility Agreements that include use of the HHS PAC, NMS PAC, or HHS Little Theatre: at least twenty-eight (28) calendar days in advance of the activity.*

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 custodial and other such expenses incurred in specifically opening the building to meet the use of the facility.*
- *The school district reserves the right, in the event of an emergency requiring the use of the facility for a school event or adverse weather condition, to cancel the usage agreement without penalty to the school district.*
- *All use of facilities by outside groups is automatically cancelled when school must be closed due to inclement weather or other conditions.*

ADJUSTED FEE USAGE

*The following organizations, groups, or instances may be allowed to use school facilities at **NO FEE** (This is not an all-inclusive list and may be expanded by the Activities Director):*

- *Activities sponsored by the Harrisburg School District and approved by the administration.*
- *School-sponsored Activities and Clubs.*
- *Tiger Nation Foundation.*
- *Harrisburg School District Parent/Teacher Organizations.*
- *South Dakota High School Activities Association District, Region and/or State Championship events.*

*The following organizations, groups, or instances may be allowed to use school facilities at **NO FEE DURING STAFFED HOURS** or at ½ (HALF) THE HOURLY RENTAL AGREEMENT RATES as per policy, **DURING NON-STAFFED HOURS** or at ½ (HALF) THE HOURLY RENTAL AGREEMENT RATES WHEN GENERATING REVENUE OR CHARGING ADMISSION. (This is not an all-inclusive list and may be expanded by the Activities Director):*

- Local Boys/Girls Scouts troops
- Local Townships
- City of Harrisburg civic groups
- Harrisburg Youth & Flag Football teams
- Harrisburg Big Sioux Youth Basketball League teams
- Harrisburg Junior Olympic Volleyball
- Harrisburg Youth Wrestling Club
- Non-School Sponsored Sports Teams (Soccer, Baseball, Bowling)
- Harrisburg Summer Performing Arts (SPA)
- Harrisburg Days Foundation
- Local Instructional Camps/Clinics
- Harrisburg School District Parents & Employees

STAFFED HOURS is defined as when school personnel are present. This definition is designed to identify when school district employees are present in said facilities and excludes holidays along with **NO SCHOOL** days during the school year.

NON-STAFFED HOURS is defined as any hours outside of **STAFFED HOURS**, which shall include weekends and/or holidays.

FACILITY USAGE, RENTAL CHARGES APPLY

Any usage of the facilities not defined above in the “Adjusted Fee Usage” section may be subject to the following rental fee schedule, which will be reviewed on a yearly basis by the Harrisburg School Board at their annual meeting in July:

<u>FACILITY</u>	<u>HOURLY CHARGE</u>
Classroom (s) or Commons Area	\$27.00
Library or DDN Rooms	\$27.00
Kitchens	\$27.00
Gymnasiums	\$27.00/Court
Grass Practice Fields (With Field Markings)	\$27.00
Athletic Complex (Field Turf Only)	\$54.00
Athletic Complex/Pressbox & Field Lighting	\$108.00
Concessions Areas	\$27.00

FACILITY (CONT')

HHS Performing Arts Center
 NMS Performing Arts Center
 HHS Little Theatre

HOURLY CHARGE (CONT')

\$110
 \$100
 \$55

EQUIPMENT

Equipment belonging to the Harrisburg School District is not available for use by non-school groups unless specified in the rental/usage agreement.

- *The below equipment is available to groups renting the HHS PAC, the NMS PAC, and the HHS Little Theatre.*
- *Repair to any damaged equipment is the responsibility of the rental group.*

ITEM	QUANTITY	PRICE
ON STAGE SET-UP		
Podiums	2	\$10/day
Tables	5	\$10/day
Chairs	50	\$25/day
Music Stands	50	\$25/day
Projector/Cyclorama (Upstage)	1	\$25/day
Projector/Screen (Downstage)	1	\$25/day
Grand Piano	1	\$50/day
Choir Risers	13	\$75/day
Show Choir Risers	16	\$75/day
SOUND SET-UP		
Sound Board Access		\$30/day
Sound Board Technician		\$10/hour
Wireless Handheld Microphone	1	\$20/day
Wireless Earworn Microphones	7	\$200/day
Wired Handheld Microphones	5	\$30/day
Microphone Stands	5	\$10/day
Monitors	2	\$20/day
Auxiliary Sound (CD/Projector/Computer/Etc.)		\$35/day
Technician Communication Head-sets	4	\$50/day
LIGHT SET-UP		
Light Board Access		\$30/day
Light Board Technician		\$10/hour
Spot Lights (HHS PAC & NMS PAC)	2	\$40/day
Use of Wall-controlled Light Pre-sets		Included
Additional Lighting Specials/Light Board Programming		\$50/hour

ADDITIONAL STAFF COMPENSATION

In addition to the rates listed, compensation will be paid for the district's kitchen staff, tech support staff, and/or theatre technicians that work during the event/activity outside of regular working hours.

Compensation will be \$25.00 per hour worked/per staff member.

- *The renter and the Activities Director may negotiate weekend rates that include Friday evenings. Hourly rates are not negotiable.*

FACILITY PERSONNEL RESPONSIBILITIES

A facility personnel may be on duty whenever an outside organization or group uses school district facilities.

- *Facility personnel will see that the building is open at the designated time, see that any requested set-up arrangements have been completed, and will be available to respond in case there is a building emergency.*
- *The facility personnel will not permit a group to enter a building unless a rental/usage agreement has been signed.*
- *If the group is a student group, the facility personnel will not permit entry to the building unless the approved responsible adult leader is present. It is the responsibility of the adult leader to permit entrance only to those authorized to attend. The leader is responsible for seeing that the last member leaves the facility at the end of the activity.*
- *The facility personnel on duty has the responsibility and authority to restrict building use to those hours and areas specified in the rental agreement.*
- *The facility personnel on duty shall report any building damages to the building principal.*

Facility personnel has the authority to ask groups to leave the premises if group members violate school district policy or the terms of the rental/usage agreement.

- *Reason for discontinuation of the activity shall be reported to the building principal.*

A cleaning charge of \$25 per hour will be assessed in the event additional cleaning is required beyond the signed agreement.

KITCHEN/COMMONS AREAS

A 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.*
- *Visiting groups are to furnish their own dishware, silverware, and other serving or cooking utensils, unless prior arrangements have been made with the district.*
- *The group using the kitchen and commons 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 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.*

A cleaning charge of \$25 per hour will be assessed in the event additional cleaning is required after the use of a facility. The Food Service Director can be reached at 605-743-2567 ext. 3137.

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.

LONG TERM LEASE

Organizations or lessee's who wish to rent facilities on a regular basis for more than one year must resubmit the Facility Rental/Usage Agreement annually.

ADDENDUM

Any staff member, who is using the facilities to do private lessons or tutoring, will be paid directly by the school and the fees collected will go directly to the school district. The building principal and the person in charge of scheduling the facilities must approve all such agreements.

When coaches are coaching a camp or clinic using the Harrisburg facilities, they will be paid the following for the first camp each year: Head coaches will be paid \$31 an hour for camp time as well as preparation time. Preparation time needs to be approved by the Athletic Director. Assistant coaches will be paid the rate set by the school board at its July meeting (\$21/hr 2015-16). Any guest coaches will be paid by agreement approved by the Athletic Director. After the first camp in 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 rent for the use of the facility and will need to follow all other rules that outside organization for profit would follow.

Peanut/Tree Nut Policy

Harrisburg High School will continue to not use peanut/tree nut products or ingredients in their lunchroom, school store, or concessions, but may have products that say "it may contain....." This information will be made known to outside groups using the concession stands and our facilities. The high school is not either peanut/tree nut "free" or "restricted" by label or practice.