



# Mitchell School District 17-2 POLICY

Category	Approval
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Series 1100: School- Community Relations
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Adopted	Revised
11/11/68, 3/10/61, 1/13/70	10/10/78, 6/8/92, 6/11/90, 1/9/95, 8/26/96, 8/23/99, 12/10/01, 1/10/05, 8/9/10, 6/25/12, 6/23/14
Reviewed	
8/28/06, 6/23/14	

## **COMMUNITY USE OF K-12 FACILITIES**

**MSD 1141**

South Dakota statutes provide that the Board may rent or grant the use of school facilities or land belonging to the District for any purpose which it may deem to be advisable as a community service for such compensation as it may determine, provided that such use shall not interfere with school activities. Any person or persons using such facilities or land shall be responsible to the District for any and all damages that may be caused by reason of such use or occupancy. The District shall not be held liable for any suit for damages which might arise as the result of such use or occupancy.

The Board of Education endorses the philosophy that school buildings and facilities should be available for public use, while also recognizing the public's expectation that the Board will ensure the appropriate care and management of said facilities to accommodate public use as well as adequately accomplish the basic purposes of school facilities.

Any group or person using the buildings or facilities shall be responsible for the payment of such fees as may be established for their use and for any damages incurred to the building, facility, land, equipment, or furniture during such usage. Payment of approved fees will be required in advance. Additionally, groups may also be assessed fees for kitchen and/or custodial personnel whether requested by the groups or required by the District, when such personnel are not regularly on duty. Assessments for actual damages or set up/clean up costs will be made after the use.

District administrators shall have access to all rooms and facilities at all times. They are given the authority to terminate an activity which violates this policy at any time.

If more than one person or group requests the use of a facility, an equitable solution will be determined by the appropriate administrator.

Smoking, tobacco use, as well as the use of e-cigarettes will not be permitted in the buildings. Alcoholic beverages or other controlled substances will not be permitted in any building or on any school property.

The District reserves the right to revoke the permission to use the facility at any time. Furthermore, the following activities are prohibited:

1. Partisan political meetings, or meetings of groups espousing a political cause.
2. Meetings of groups promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof and advocating governmental change by violence.
3. Any activity that may violate the canons of good morals as reflected by community standards.
4. Any activity that may have potential for damage to buildings, grounds, or equipment beyond normal usage.
5. Any activity in conflict with the purposes of the public schools.
6. Any activities which are in violation of discrimination statutes.

The following "classifications" are established for the purpose of determining fees for the use of the respective facilities:

**A. Classification #1**

1. Mitchell students under the supervision of certified District employees for educational or district related purposes.  
Mitchell School District employees may use facilities in which they work with family members for informal activities with employee supervision.
2. Dakota Wesleyan University for use of approved areas of L. B. Williams Elementary.
3. MEA, MCEA, MATE.
4. State and local education professional groups;
5. Local charitable organizations for local charitable fund raising events.
6. Boy Scouts/Girls Scouts.
7. Educational Service Agency 3 functions for K-12 facilities.

**B. Classification #2N/2A:**

1. Local civic and patriotic organizations.
2. Local service clubs.
3. Local governmental units
4. Mitchell School District related groups as approved by district administration.
5. Local colleges, universities and other public post high local school institutions offering education classes.
6. Youth Club Sports.
7. Private individuals.

**C. Classification #3**

1. Private and commercial groups upon approval by the administration.

Long term usage fees will be determined on a case by case basis and approved by the Superintendent.

City of Mitchell organizations as per the Joint Use Agreement may not be subject to the fee schedule but are responsible for damages incurred to the building facilities, land, equipment, or furniture during usage.

Code Reference: SDCL 13-24-20

Adopted: 11/11/68; 3/10/61/Baseball Field; 1/13/70/Pool

12/10/01 revision renumbered the policy from 1135.1 to 1141

10/28/02 revision separated MTI facilities into Policy 1142 and added Tobacco Free requirements into policy.

1/10/05 revision added ESA3 to classification #1.

8/09/10 revision changed title to K-12 Facilities. Added Longfellow to Elementary Commons Area and Gymnasium. Deleted MS Swimming Pool.

6/25/12 revision updated fee levels and added personnel requirements.

6/23/14 revision added all tobacco use and e-cigarettes to the list of prohibited substances in school buildings.

K-12 FACILITY RENTAL FEE SCHEDULE (USER CLASSIFICATION)

FACILITIES	1*	2N	2A	3
Cafeteria/Commons	50	100	200	300
Kitchen	50	100	200	300
SH Gymnasium – Upper Gym	0	75	150	225
SH Gymnasium – Lower Gym	0	50	75	100
MS Gymnasium – Tile Floor	0	50	75	100
MS Gymnasium - Wood Floor	0	75	150	225
Elementary Gymnasium (LBW)	0	50	75	100
Elementary Gymnasium (GBR)	0	50	75	100
Elementary Gymnasium (LO)	0	75	150	225
SH/MS Locker Rooms	0	50	75	100
General Classrooms/K-12	0	15	30	45
Media Centers/K-12	0	50	100	150
Quintal Field/Kernel Stadium (No Lights)	450	500	500	600
Quintal Field/Kernel Stadium (With Lights)	500	550	550	700
Track/Kernel Stadium (No Lights)	450	500	500	600
Track/Kernel Stadium (With Lights)	500	550	550	700
Practice Fields	0	50	75	100
SH Auditorium	0	50	100	150
DDN Classrooms	0	10*	150	150*

Kitchen and/or custodial personnel will be required to be present at all events, except those explicitly waived by administration. Kitchen/Custodial personnel costs will be assessed at \$50/employee hour.

\*Waivable or negotiable if district employee takes responsibility for the building, room, and equipment, at no cost to the district.

MITCHELL SCHOOL DISTRICT NO. 17-2

FEE SCHEDULE CLASSIFICATION CODE CLARIFICATIONS

1141

**2N Classification:** Groups who sponsor an event with no admission charge and no fee charged to vendors displaying products or vendors as co-sponsors.

**2A Classification:** Groups who sponsor an event with an admission charge and/or charge a fee to vendors for displaying products or vendors as co-sponsors.

**Classification 2N, 2A, and 3** will be charged an additional \$10.00 per hour for any usage beyond three hours.

All rentals must be approved by the administrator assigned to approve the requested facility rental.

Shops and laboratories will not be available for rental.

Computer laboratories are not available for rental and will only be available for student use, staff use, staff in-service, and school district sponsored community education.

The district will assess additional fees necessary to cover the cost of staff to operate equipment on a case by case basis (ex. auditorium lights, sound systems, score clocks, dish washers, etc.) or to utilize athletic or other equipment.

## LEASE OF SCHOOL FACILITIES

THIS LEASE, made this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, WITNESSETH,

The Mitchell Public School District #17-2, a public corporation, of 800 West Tenth Avenue, Mitchell, South Dakota 57301, hereinafter referred to as "Lessor", does hereby lease to \_\_\_\_\_, hereinafter referred to as "Lessee", certain facilities of Lessor commonly described as \_\_\_\_\_, for and during the period \_\_\_\_\_, on the following terms:

1. Lessee shall pay to Lessor the sum of \_\_\_\_\_.
2. The payment listed above shall be made at the time this contract is signed.
3. 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 to return the possession of the same to be 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.
4. The Lessee shall not assign this Lease or sublet the premises, or any part thereof; or make any alterations in the building or premises, without the Lessor's written consent; or permit the same to be occupied for any business or purpose deemed extra hazardous on account of fire, or permit any act which will invalidate any policy of insurance on said premises under penalty of forfeiture of this Lease and the payment of all damages resulting from such act.
5. The Lessee shall comply with all laws of the State of South Dakota, the ordinances of the City of Mitchell, the rules, regulations and policies promulgated by the Board of Education and Lessee shall not commit or permit any nuisances on the lease premises. In the event of violation of such rules, laws, regulations, or policies the district retains the right to cancel this lease on an immediate basis.
6. The Lessee agrees to hold harmless, protect and indemnify Lessor from and against any and all losses, damages, claims, suits or actions at law, judgments and costs, including attorney fees, which may arise or grow out of any injury to or death of persons or damages to property, caused by, arising from or in any manner connected with the use or occupancy of the leased premises, whether sustained by Lessee or Lessor, their respective agents or employees, or by any other third person or corporation which seek to hold Lessor liable.
7. The Lessee agrees that the Lessor reserves all concession rights for all school facilities and may assign or operate them according to its own judgment during the term of this lease. Questions regarding concessions in all school facilities should be referred to the activities director.
8. As per Board Policy 518, all K-12 Mitchell School District school facilities and grounds will be tobacco/smoke free.
9. Lessee shall abide by all contracts and agreements of the Mitchell School District 17-2 including but not limited to the agreement with Pepsi for the exclusive distribution of Pepsi products on school district premises.
10. Lessor requested Lessee required kitchen and/or custodial personnel shall be assessed at an additional \$50/hour/employee.
11. Additional fees may be assessed for equipment usage by the appropriate administrator.

IN WITNESS WHEREOF, the parties hereto have each for themselves signed on the date and year first above written and hereby acknowledge their authority to execute this Lease for and on behalf of the person or entity for whom they sign.

MITCHELL SCHOOL DISTRICT NO. 17-2

By \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessee

Date: \_\_\_\_\_

Date: \_\_\_\_\_