

	ABERDEEN SCHOOL DISTRICT	NEPN Code: KF-R
	POLICIES AND REGULATIONS	

SCHOOL/COMMUNITY/HOME RELATIONS

REGULATIONS: COMMUNITY USE OF BUILDINGS, GROUNDS, AND PROPERTIES

GRANTING OF APPROVAL The following procedures will be observed whenever a user requests permission to use a school facility.

- a. The Superintendent of Schools or his/her designee is authorized to approve and arrange for scheduling the use of school facilities by qualified applicants who satisfy the purposes and limitations of the Community Use of Buildings, Grounds, and Properties Policy (Policy KF).
- b. Right is reserved by the School Board through its Superintendent to cancel or revoke any such agreement, without liability, should such action be deemed necessary or desirable by the Superintendent or the School Board.
- c. Requests for public use of school facilities must be made by an officer of the organization requesting to use the school facilities. The applicant must be at least 21 years of age.
- d. Requests for use are received by principals and Director of Finance or designee. Approval is granted by the Director of Finance, who also prepares the lease agreements.

COLLATERAL REGULATIONS The regulations set forth in this section are construed as the Superintendent's guidelines for Community Use of Buildings, Grounds, and Properties.

a. Finance Office Functions

- 1) All uses of school facilities, whether by community or school employees, must be approved and scheduled by the Building Principal and Director of Finance prior to the time of use.
- 2) Payment for facility use, according to the schedule of fees, is expected within 30 days of billing.
- 3) Out-of-town users are expected to pay the rental fees in advance of their use.
- 4) Refunds of advance monies paid by renters, in the event of cancellation, will be made only if the cause of the cancellation was beyond the control of the renter as determined by the school district Building Principal and Director of Finance. Any costs incurred by the district resulting from their performance under the lease may be deducted from the refund.
- 5) All rental 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. They are paid to the Aberdeen School District Finance Office.
- 6) The school district reserves the right to assign all concession rights for all facilities. All program and novelty sales require the prior approval of the district's Director of Finance.

- 7) Proper conduct in use of school property shall prevail at all times. Any complaint in this respect may be considered cause for refusal of further lease agreements.
- 8) An agreement for use of school property shall be signed in advance of use by each user or its sponsoring agency. All agreements shall include a statement freeing the school system of any liability.
- 9) Exchange-of-facilities-use agreements between the District and other governmental subdivisions may be arranged through the office of the Director of Finance.

b. Custodian, Food Service, and Technology Staff Requirements

- 1) Any use of the school's property shall be under the direction of a school custodian except as deemed unnecessary by the Building Principal. The custodian or events coordinator will not permit an organization/business to enter a District facility/property unless a Lease Agreement has been signed. A minimum amount of \$25.00 per hour will be charged to the group using the facility.
- 2) Only shoes that will not cause damage to the floor may be worn. Use of resin or other substance on floor surfaces is not permitted.
- 3) All equipment is to be furnished by the organization using the facility/property. Organizations/Businesses wishing to use school equipment shall obtain approval as part of the lease.
- 4) The use of kitchen space in a school facility necessitates a school employee be designated as the responsible party.
- 5) The use of equipment in a school facility necessitates a Food Service Employee be on duty. A minimum amount of \$25.00 per hour will be charged to the group using the facility.
- 6) Any group using a kitchen facility must provide their own labor, clean-up, dish towels, dish cloths, and garbage bags or containers. They may not move tables or other equipment without approval of the designated responsible party or the Building Administrator. Any tables or equipment so moved must be returned to its original place by the group before vacating the building.
- 7) If the use of technology equipment in a school facility requires technology staff to be on duty, they will be paid in accordance with their labor agreement with the Aberdeen School District. This cost will be charged to the group using the facility.

c. Board Actions Affecting Building Use Agreements

- 1) The School Board reserves the right to take final action on all rental requests.
- 2) Cancellations by the School Board or the school administration are made without liability or prejudice. The right to such cancellations is at all times reserved by the School Board.
- 3) It is understood that priority in obtaining specific dates, times, and sites for school use is in this order: school activities, parent support groups, youth organizations, city and NSU activities, and other non-profit organizations.

- 4) The following groups may use school facilities without payment of rental fees. If the School District incurs additional labor costs, these costs will be charged to the group.
- a. Associated School Boards of South Dakota (ASBSD) meetings
 - b. SDEA State Convention and regional meetings
 - c. State or regional teacher subject area association meetings
 - d. Area or state school administrators meetings
 - e. Aberdeen Central High School alumni reunions
 - f. Groups sponsoring educational meetings or activities (not religious or political) in which school-age students are involved or for which teacher attendance is in the interest of the District
 - g. Organized youth groups as recognized by the Superintendent or his/her designee from within this school district, composed of young people not older than high school age
 - h. The District may enter into an agreement, with or without fee, with the City of Aberdeen, Northern State University and the YMCA for the use of school facilities for recreational, cultural, educational, or civic events
 - i. PTAs and other similar school support groups may use the school's facilities, with the approval of the Principal, without rental or custodial costs
 - j. The School Board may permit any political subdivision of the State of South Dakota, by authority of the SDCL 13-15-1, to use the school facilities without charge
 - k. The School Board may permit the Aberdeen School District Foundation to use the school facilities without charge.

**ABERDEEN SCHOOL DISTRICT
SCHEDULE OF RENTAL FEES**

	Class "A" (Commercial)	Class "B" (Non-profit)
High School Arena	\$120 per hour	\$60 per hour
High School Theatre	\$120 per hour	\$60 per hour
Middle School Gym	\$100 per hour	\$50 per hour
Middle School Theatre	\$100 per hour	\$50 per hour
Elementary Gym	\$75 per hour	\$40 per hour
Regular Classroom	\$50 per hour	\$25 per hour
Computer Lab	\$75 per hour	\$40 per hour
Video Conference Room	\$75 per hour	\$40 per hour
Kitchen	\$75 per hour	\$40 per hour

The above rates are for the rental of the building and do not include the cost of School employee labor or the use of School District equipment.

“Class A” rates shall be charged to individuals, firms, corporations, or similar bodies when the facility is to be used for the direct benefit to the owners.

“Class B” rates shall be charged to churches, fraternal bodies, political organizations, educational units or other non-profit organizations where the profits are to be used in the maintenance of their organizations or departments within such organizations.

CLARK SWISHER ACTIVITIES COMPLEX RENTAL FEES*

Rental Fees	Capital Improvement Fees	Set-up/Clean-up Fees
\$500 with Lighting	\$1.00 per Adult Ticket Sold Minimum of \$100.00	\$25.00 per Hour
\$400 without Lighting		

1. Northern State University and the City of Aberdeen is not required to pay rental fees and they are responsible for performing set-up and clean-up for their events.

* This fee schedule is based on recommendations from the Clark Swisher Activities Complex Facilities Management Committee

SPECIAL CONTRACTS

The School Board reserves the right to enter into special contracts at rates different from the above schedule.

LEGAL REFERENCE: SDCL 13-15-1 School district contracts with state agencies and subdivisions authorized

OTHER REFERENCES:

Labor Agreement between the Aberdeen School District 6-1 and the International Union of Operating Engineers Local 49 AFL-CIO

Facilities Use Agreement between the City of Aberdeen and the Aberdeen School District 6-1

Joint Power Agreement” for Clark Swisher Activities Complex between the City of Aberdeen, Northern State University and the Aberdeen School District 6-1

Facilities Use Agreement between YMCA and Aberdeen School District 6-1

- FORMERLY:** 1336
- REVISED:** February 14, 2000
- REVISED:** March 14, 2005
- REVISED:** March 13, 2006
- REVISED:** September 26, 2011
- REVISED:** March 14, 2016