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| MARION SCHOOL DISTRICT 60-3 | NEPN Code: KF-R |
| SCHOOL/COMMUNITY 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 is authorized to approve and arrange for scheduling the use of school facilities by qualified applicants who satisfy the purpose and limitations of the Community Use of Buildings, Grounds, and Property 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 the Superintendent and the Business Manager. Approval is granted by the Superintendent and the Business Manager prepares the lease agreements.

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

- a. Business Manager Functions
 - 1. All uses of school facilities, whether by community or school employees, must be approved and scheduled by the Superintendent and the Business Manager 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 Superintendent and Business Manager. 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 Marion School District Business Manager.
 - 6. The school district reserves the right to assign all concession rights for the entire facility. All program and novelty sales require the prior approval of the district’s Superintendent.

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 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 Superintendent.

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 Superintendent. The Custodian will be paid in accordance with the labor agreement through the Marion School District. This cost will be charged to the group using the facility.
2. The use of kitchen space in a school facility necessitates a school employee be designated as the responsible party.
3. The use of equipment in a school facility necessitates a Food Service Employee from CBM foods be on duty. The individual will be paid in accordance with their contract from CBM foods. This cost will be charged to the group using the facility.
4. 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.
5. 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 Marion School District. This charge will be charged to the group using the facility.

c. Board Action 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 other non-profit organizations.
4. The following groups may use the school facilities without a payment or 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 regional meetings
- c. State or regional teacher subject area association meetings
- d. Area or state school administrators meetings
- e. Marion School District 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 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 Marion for the use of school facilities for recreational, cultural, educational, or civic events.
- i. PTA's 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.

**MARION SCHOOL DISTRICT
SCHEDULE OF RENTAL FEES**

| School Location | Class "A" (Commercial) | Class "B" (Non-Profit) |
|------------------------|-------------------------------|-------------------------------|
| New Gymnasium | \$120 per hour | \$60 per hour |
| Old Gymnasium | \$60 per hour | \$30 per hour |
| Regular Classroom | \$30 per hour | \$15 per hour |
| Computer Lab | \$50 per hour | \$25 per hour |
| Video Conference Room | \$50 per hour | \$25 per hour |
| Kitchen | \$50 per hour | \$25 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.

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
FORMERLY: Policy A-4
REVISED: July 11, 2011