

**WINNER SCHOOL DISTRICT 59-2
OFFICIAL SCHOOL BOARD POLICY**



BUILDINGS/GROUNDS/EQUIPMENT

1. Equipment Usage: No school district property or equipment will be taken from the premises without the permission of the immediate supervisor and in most instances permission of the Superintendent of School.
2. Locking Buildings: All buildings should be locked when not under supervision.
3. Use of Facilities for Community Service: The Board of Education of the Winner School District has determined that certain school facilities by other local government agencies would constitute a community service, as that term is used in SDCL 13-24-20.

For instance, the Tripp County Sheriff's Office and/or the Winner Police Department may request the use of the Winner High School building and/or the Winner National Guard Armory for use as a community storm shelter when requested by emergency management officials, and such request will be granted by the District without the imposition of any fee, provided that the requesting agency has provided the District with its written agreement on the form attached to this policy.

The Superintendent of Schools is authorized to consider other requests for the use of District facilities as "community service", and if the proposed use constitutes a "community service" under the provisions of the law, and if the requesting entity or agency has provided the District with its written agreement on the form attached to this policy, then the Superintendent may grant the request. If the Superintendent denies the request, it may be presented to the Board for its determination whether to permit the requested use. Any requesting facilities user may be required to pay a fee for use based upon the current fee schedule for that facility. Those requesting use of the facilities must follow current contractual obligations of the district. (Example: Beverage sales)

4. NONLIABILITY OF SCHOOL DISTRICT FOR USE OF SCHOOL FACILITIES:

Neither the School District, the School Board, nor any officer or employee of the School District, is liable for any injury that occurs as a result of the use of school facilities, regardless of the condition of the facility and equipment used. Those groups using the school facilities, and their members, jointly and severally, officers, and employees are liable for any damage to the facility or equipment utilized.

**WINNER SCHOOL DISTRICT 59-2
OFFICIAL SCHOOL BOARD POLICY**



This Policy is binding irrespective of whether there is a signed agreement by a representative of those using the facilities; this policy is deemed to be acknowledged and accepted by engagement in the use of the school property. Also acknowledged and accepted as binding is the requirement that they leave the property in the manner in which it was found, without exception, including without limitation, clean and neat and in the same condition as when granted.

**WINNER SCHOOL DISTRICT 59-2
OFFICIAL SCHOOL BOARD POLICY**



**WINNER SCHOOL DISTRICT 59-2
AGREEMENT FOR USE OF SCHOOL FACILITIES
[Policy 3.07]**

Entity or Agency requesting: _____

Facility / Equipment requested: _____

SDCL 13-24-20 provides:

The school board may grant the use of school facilities, computers, motor vehicles, or land belonging to the school district for any purposes which it considers advisable as a community service for such compensation as it determines. The use may also include a contract with a vendor that sells soft drinks or other concessions on school property. The use may not interfere with school activities. Any person or persons or public body using such school facilities, computers, motor vehicles, or land is responsible to the school district for any and all damages that may be caused by reason of the use or occupancy. The school district is not liable for any damages which might arise as the result of such use or occupancy, including the use of school computers by students.

NEITHER THE WINNER SCHOOL DISTRICT, NOR THE BOARD OF EDUCATION, NOR ANY INDIVIDUAL MEMBER OF THE BOARD, NOR ANY OFFICER OR EMPLOYEE OF THE DISTRICT, SHALL BE LIABLE FOR ANY INJURY OR DAMAGE THAT OCCURS AS A RESULT OF THE USE OF THE FACILITY PURSUANT TO THIS POLICY, REGARDLESS OF THE CAUSE OF INJURY, INCLUDING THE DESIGN, MAINTENANCE OF AND CONDITION OF THE FACILITY AND/OR EQUIPMENT USED.

THE REQUESTING AGENCY, GROUP OR ENTITY, ITS MEMBERS, OFFICERS, AGENTS AND EMPLOYEES SHALL BE LIABLE FOR ANY DAMAGE OCCURRING TO THE DISTRICT'S FACILITY AND/OR EQUIPMENT PROVIDED FOR USE PURSUANT TO THIS POLICY.

This Agreement is not valid, and the requested facility / equipment may not be used unless this Agreement is signed by an authorized representative of the organization submitting the request, and returning it to the District, prior to the use of the facility / equipment.

**WINNER SCHOOL DISTRICT 59-2
OFFICIAL SCHOOL BOARD POLICY**



In addition to the liability undertaken herein by the person or entity using the facility, such person or entity is responsible to leave the facility / equipment in the manner in which it was found, without exception, including without limitation that any areas used be left clean and neat and all equipment be returned to the location and condition it was when the granted use began.

I hereby certify that I have read and signed the foregoing Agreement on behalf of the organization that I represent. I further certify that I am authorized to execute the Agreement on behalf of the organization that I represent. I understand and agree that I, individually, and the organization that I represent, together with its agents, employees and members, are liable for any damages caused to the facility and/or equipment. I also understand and agree that the Winner School District, its Board of Education, its officers and employees, will not be liable for any damages or injuries that may occur to any person that is permitted to attend in the facilities under this agreement, and that I, and the organization that I represent, may be held responsible and liable therefore.

NAME OF ORGANIZATION

Signature of Authorized Representative

Date

=====

I hereby certify that the foregoing use of facility / equipment was approved by the Superintendent of Schools on the ____ day of _____, 20____.

Superintendent or Business Manager