

CHAPTER II

PHYSICAL PLANT AND FISCAL MATTERS

I. PHYSICAL PLANT

- A. LEGAL STATUS OF SCHOOL BUILDING
- B. REGULATIONS ON USE OF SCHOOL BUILDING
- C. APPLICATION FOR USE OF FACILITIES
- D. APPROVED ACTIVITIES
- E. SUPERVISION
- F. NO SMOKING IN SCHOOL BUILDINGS
- G. MOVING AND ADJUSTING SCHOOL EQUIPMENT
- H. NON-SCHOOL PROPERTY TO BE REMOVED
- I. DAMAGE TO SCHOOL PROPERTY
- J. RENTAL FEES
- K. CUSTODIAL SUPERVISION
- L. USE OF KITCHEN
- M. PROHIBITED MATERIALS
- N. LENDING
- O. LOST, DESTROYED OR DAMAGED MATERIALS AND EQUIPMENT

II. FISCAL MATTERS

- A. FIXED ASSETS CAPITALIZATION POLICY
- B. SCHOOL LUNCH POLICY
- C. REVENUE FROM INVESTMENTS POLICY
- D. POOLING OF ASSETS
- E. DEPOSITS AND INVESTMENTS
- F. PUBLIC GIFTS TO SCHOOLS POLICY
- G. TRUST AND AGENCY FUNDS

APPENDIX: *FACILITY USE AGREEMENT FORM*
Gym/Weight room access form and rules

I. PHYSICAL PLANT

- A. LEGAL STATUS OF SCHOOL BUILDING: The Board shall have the care and keeping of all school buildings, buses and other school properties belonging to the District. It shall have authority to open any or all buildings for the use of night schools, improvement associations, scientific, mechanical, or agricultural societies or any use the Board determines to be in the best interests of the District, under such regulations as the Board may adopt, provided that the Board may, at any time it thinks best, refuse to open any and all buildings for any or all of these purposes.
- B. REGULATIONS ON USE OF SCHOOL BUILDING: It is the desire of the Board that maximum use be made of the facilities under its jurisdiction for educational and recreational activities. To extend the privilege of using these facilities, the Board requires compliance with its regulations governing the use of the buildings and facilities. Since it is a policy to raise through taxation the funds for the operation of the school's education program only, the Board finds it necessary to charge a fee for the use of the buildings and facilities by organizations not directly associated with the schools. These fees will be used to defray a portion of the expenses made by the increased use of heat, lights, and custodial services. In addition the Board shall make such provisions as it deems best to

assure that any liability the use of facilities may create does not attach to the District but is imposed upon the users of the facilities.

- C. APPLICATION FOR USE OF FACILITIES: Any organization wishing to schedule use of school facilities will make prior application to the Superintendent, or to the Principal in the event the Superintendent is absent, on the facility use agreement form found in the appendix which shall require liability coverage. The application shall constitute a contract between the parties when approved by the District.
- D. APPROVED ACTIVITIES: To be approved, application for activities sponsored by non-school organizations must evidence a conformity with the general program of education and must not be for commercial use or personal gain or profit. Political meetings which are open to the public are considered to be within the general program of public education, and school facilities may be rented at regular rates provided no discrimination is shown. Use of the facilities for religious purposes on a regular basis may not be approved.
- E. SUPERVISION: Organizations using the buildings and facilities must provide an adequate number of responsible adult sponsors to supervise in order to ensure proper care and use of the school property.
- F. NO SMOKING IN SCHOOL BUILDINGS: In the interest of safety and in compliance with regulations set forth by the State Fire Marshall, smoking is not permitted in the school buildings during rental period by any organization or at any other time.
- G. MOVING AND ADJUSTING SCHOOL EQUIPMENT: Moving and adjusting scenery, securing lighting effects, operating public address systems, and similar matters will be accomplished under the direction of an employee of the District. No nails or tacks are to be driven into any of the woodwork for attaching material for decorative purposes. Any tape or residue must be completely removed following use of the facility.
- H. NON-SCHOOL PROPERTY TO BE REMOVED: All properties not belonging to the District is to be removed after the last performance, or on the morning of the following day after the use of school facilities. In no event may such property or the removal of such property interfere with the regular use of school facilities.
- I. DAMAGE TO SCHOOL PROPERTY: Writing of names or other mutilations of walls or scenery is prohibited. The cost of repairing any damage to District property or equipment must be paid by the sponsoring group.
- J. RENTAL FEES:
 - Multipurpose Room.....\$50.00 plus actual cost of additional custodial duties beyond the normal clean-up.
 - Kitchen.....\$25.00 plus actual cost of additional custodial duties beyond normal clean-up, plus the salary of one school cook to be on duty.
 - Gym.....\$20.00 plus any clean-up costs
- K. CUSTODIAL SUPERVISION: The regular custodian, or another person specifically approved and designated by the Principal or Superintendent shall open and close the buildings, seeing that all windows are locked, lights are off, and the buildings are secured in an acceptable manner. The facilities must be left in such condition that the school will be ready to properly receive the students on the next school day.
- L. USE OF KITCHEN: Any group or organization granted use of school facilities may not use the lunchroom kitchen unless an employee of the lunchroom, authorized by the head cook, Principal or Superintendent is in charge of equipment.

- M. **PROHIBITED MATERIALS:** Cotton batting, straw, inflammable tissue paper, dry leaves, trees, or other highly inflammable materials shall not be used for decorative purposes.
- N. **LENDING:** The school is not a lending agency, therefore nothing will be loaned to individuals. In some cases the Board may by motion allow exception to certain items. Service and church organizations may borrow items with the permission of the Superintendent. Any such approved use will be documented whereby all liability for use, damage and repair of the equipment is the responsibility of the borrowing organization.
- O. **LOST, DESTROYED OR DAMAGED MATERIALS AND EQUIPMENT** Students and employees and all persons using District facilities are expected to take reasonable care of materials and equipment. In the event that those materials and equipment are lost, destroyed, or damaged, the individual will be responsible for the full cost of the item. Intentional damage to District property will be reported to law enforcement.

II. FISCAL MATTERS

A. FIXED ASSETS CAPITALIZATION POLICY

Generally accepted accounting principles require the establishment and maintenance of fixed asset records. A fixed asset is land, buildings, and improvements other than buildings, equipment, and construction work in progress, which the school District plans to hold or continue in use over a long period of time.

All fixed assets related to specific proprietary funds or trust funds should be accounted for in these funds, while other fixed assets should be accounted for in the General Fixed Assets Account Group. Fixed assets are to be accounted for at original cost, or if cost cannot be readily determined, at an estimated cost.

In the acquisition of or additions to real property, plant, equipment, any expenditure of one thousand dollars or more shall be paid from the capital outlay fund or such other fund as the Board may specify. The one thousand dollar limitation shall apply to the total accumulated cost of each asset type on an invoice. Equipment purchases of less than one thousand dollars may be acquired from either the general or capital outlay fund.

The business manager of the Agar-Blunt-Onida School District shall complete and maintain a fixed asset inventory record for those fixed assets as defined above and with acquisition values as follows. All fixed assets will be capitalized at these set values and have an expected life exceeding one year:

- Land – Any amount
- Buildings, Building Improvements - \$25,000 or more
- Automotive Equipment & Vehicles - \$5,000 or more
- Furniture, Fixtures & Equipment - \$5,000 or more
- Food Service: Furniture, Fixtures & Equipment - \$500 or more

Other assets may be inventoried and tracked as equipment and may be included in the inventory record, but are not considered a fixed asset. Should federal or other fund source require tracking of assets the business manager shall maintain the required records.

Periodically the Superintendent may request District personnel to supply inventories of their area of responsibility: classrooms, offices etc. The inventory system and maintenance of inventories shall be the responsibility of the business manager.

B. SCHOOL LUNCH POLICY

Family Lunch Accounts: School lunch prices will be set annually and published on a yearly basis. School lunch accounts can be set up at the Administration Office. Lunch accounts are set up as a family account and then each student has a lunch number. Payments can be sent to any school for your family lunch account. It is the policy of Agar-Blunt-Onida School District that all school meals should be paid in advance. All families should have a positive balance in their account at all times, unless special arrangements have been made by the parent/guardian with the school business office. Free and reduced lunch (F/R) applications are sent out in all student packets at beginning of the school year. Parents are encouraged to fill out F/R applications.

Lunch Account Balance Notification: Paper and electronic notices will be sent regarding overdue accounts. Parent/Guardians are encouraged to give their email addresses to the business office so notices can be sent electronically. Electronic notifications are sent out daily when accounts drop below a \$20.00 balance and will continue to be sent out until a deposit is made into the students lunch account. Paper notices will be sent out weekly when accounts are in the negative. Parent/Guardians can also contact the JH/SH office and obtain information so they can check their lunch account information on line through the Parent Portal .

Negative Lunch Accounts : The policy will be enforced to all students as follows:

Once lunch accounts reach a negative \$75.00, students will not be allowed to charge meals or extra milk to their lunch accounts. Parents/guardians will be notified by phone and given the following two options:

- a. Bring lunch accounts to a positive balance or make payment arrangements with the business office.
- b. Send a lunch from home or send cash to purchase a meal daily.

Uncollected Balances: Administrators are expected to protect patrons of the district by making a reasonable effort to collect all delinquent food service charges. The school board authorizes the business manager to collect food service charges that are delinquent at the end of the school year in the amount of \$300.00 or more and have not had a payment on them for at least 60 days. Costs for collection services will be added to the family account. Collection efforts may continue into a new school year.

Refunds: At the end of the year, if a family no longer has children attending school, moves out of the district, or becomes eligible for free meals, the family will be refunded any balance over \$5.00 in the family account. Funds for families with students continuing the following school year will remain in the family account for the next school year.

C. REVENUE FROM INVESTMENTS POLICY

School District funds not in use will be invested in savings accounts, time deposits or in bonds or securities issued and guaranteed by the United States government. Interest earned on such investments will be credited to the respective fund in which that interest is earned. In accordance with state law, money in any bond redemption fund may be invested in any of the above named securities, provided the securities become due and payable before the payment date on the bonds. The school board will approve the investment of all funds, and this approval will be filed and recorded by the District business manager.

D. POOLING OF ASSETS

The School District's policy is to pool the assets of the following major funds, General Fund, Capital Outlay Fund, and Special Education Fund, into one account. All interest earned on such investments shall be credited to the respective fund. The School District pools its cash resources for depositing and investing purposes. Accordingly, the enterprise funds have access to their cash resources on demand. Accordingly, all reported enterprise fund deposit and investment balances are considered to be cash equivalents for the purpose of the Statement of Cash Flows.

E. DEPOSITS AND INVESTMENTS

For the purpose of financial reporting, "cash and cash equivalents" includes all demand and savings accounts and certificates of deposit or short-term investments with a term to maturity at date of acquisition of three months or less. Investments in open-end mutual fund shares, or similar investments in external investment pools, are also considered to be cash equivalents. Investments classified in the financial statements consist entirely (primarily) of certificates of deposit whose term to maturity at date of acquisition exceeds three months, including those types of investment authorized by South Dakota Codified Law (SDCL) 4-5-6.

F. PUBLIC GIFTS TO SCHOOLS POLICY

Gifts, grants, bequests, or other devises to the District may be accepted by formal action of the Board and will become property of the District. All gifts will be accepted in the name of the District, but may be designated for use in a particular school, department or activity as determined in the sole discretion of the Board.

Gifts will not be accepted if there is excessive cost of maintenance or installation. Where installation is required, the gift will be installed under the supervision of District personnel. The Board is under no obligation to replace the gift if it is damaged, destroyed or becomes worn out.

The Board welcomes gifts of books and other materials to school libraries provided they meet the same standards of selection as those applied to the purchase of library materials. School libraries may dispose of gifted materials at their discretion (for example, if the book is out-of-date or in poor physical condition).

The Board directs the Superintendent to assure that an appropriate expression of gratitude is provided to all donors.

G. TRUST AND AGENCY FUNDS

All schools involved in collecting monies from students will establish a Trust and Agency Fund. Within the Trust and Agency Fund there may be established separate trust or agency accounts. All monies collected within the school shall be deposited to this fund and appropriate account and disbursed by check according to established procedure. The only exception to this would be funds collected for approved outside organizations, for approved events and the school cafeteria. Examples of outside organizations are school insurance and PTA dues. Each year the Principal shall present to the Finance Office for approval a list of outside organizations and events for which building staff collect money but do not deposit the funds into the Trust and Agency Fund. Unless the outside organization and event is on this approved list, School District staff will not collect money from students, parents, or the general public and will not deposit these funds into either a Trust or Agency Fund or into the appropriate District fund.

ABO DISTRICT BOARD POLICIES
Physical Plant & Fiscal Matters

Trust funds are monies held in trust for student or unincorporated parent clubs. Student clubs have a faculty advisor. The monies are raised through various fund raising activities by the students, and decisions on how the money is spent is made primarily by the club. Any expenditure made from a club trust account must be authorized by the class/club advisor and/or designated officer of the club.

Agency funds serve as clearing accounts before the monies are deposited into the proper District fund. No program expenditure shall be made out of an agency fund. The business manager will identify which sub-funds are trust funds and which are agency funds.

The Trust and Agency Fund is to be set up and administered by the Business Manager.

APPENDIX: FACILITY USE
AGAR-BLUNT-ONIDA SCHOOL DISTRICT

FACILITY USE AGREEMENT

The School Board of the Agar-Blunt-Onida District has determined that allowing _____ to use the facilities *listed below* would constitute a community service, as that term is described in SDCL 13-24-20:

The fee for the use of the facility shall be (\$ _____). Rules for use of the facility (district policy) and equipment will be discussed between the administration and _____ personnel and incorporated herein by this reference.

The _____ shall provide and have on file at the district office prior to usage a current certificate of liability insurance coverage in the minimum amount of \$1,000,000.

*** Please describe what 'specific' activities or events will be conducted on school property:**

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 THIS FACILITY, REGARDLESS OF THE CAUSE OF THE INJURY, INCLUDING DESIGN, MAINTENANCE, OR CONDITION OF THE FACILITY AND EQUIPMENT USED UNDER THIS AGREEMENT.

THE _____ AND ITS MEMBERS, OFFICERS, AND EMPLOYEES ARE LIABLE FOR DAMAGE TO ANY PERSON THAT MAY ARISE AS A RESULT OF THE USE OF THE FACILITY, AS PROVIDED IN SDCL 13-24-20 ARE LIABLE AS WELL FOR ANY DAMAGE TO THE FACILITY OR EQUIPMENT PROVIDED BY THIS AGREEMENT AND ARE LIABLE FOR THE DISTRICT'S ATTORNEY FEES IF THE DISTRICT IS SUED AS A RESULT OF THE USE OF FACILITIES.

This Agreement is not valid and the facility may not be used unless the person or organization submitting the request signs this Agreement prior to the facility use. In addition to the liability undertaken herein by the person or organization using the facility, such person or organization is responsible to leave the facility 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 in the same condition it was when the use was granted.

THE DISTRICT SHALL:

1. Provide a copy of rules and regulations regarding use of the **Facility** to **User**.
2. Reserve the right for sale of refreshments of any kind in the **Facility**.
3. Have the right to take photographs at any time for any purpose.
4. Have no responsibility whatsoever for handling, receipt, custody, or control of funds connected with the event.
5. Authorize members of federal, state, and local law enforcement to enter the **Facility** at any time during the **Use** for law enforcement purposes.
6. Assume no liability for any injury occurring upon the **Facility** for any reason during the **Use**.

USER SHALL:

1. Adhere to the rules and regulations governing use of the **Facility**.
2. Not mark, damage, deface, or permit anyone to damage or deface the **Facility**.
3. Reimburse the **District** in full for any damage to the **Facility** occurring during the **Use**.
4. Refrain from taping, pasting or otherwise affixing signs or other displays on walls, drapery, or any wall surfaces within or without the **Facility** without specific written permission of the **District**, which permission can be withheld for any reason.

(Continued. p.2 >)

ABO DISTRICT BOARD POLICIES

Physical Plant & Fiscal Matters

- 5. Provide workers for setup and take down of chairs and tables involved in the **Use**. The **User** shall be responsible for any wages or costs incurred in setup and take down
- 6. Comply with all ordinances of the City of Onida and the laws of the State of South Dakota and the United States. The **Use** of the **Facility** in violation of law or in any manner determined to be detrimental to the **District** results in immediate termination of the **Use**. The **District** shall have the exclusive right to determine whether such violation has occurred.
- 7. Not allow occupancy of the **Facility** in excess of the rated capacity posted in the **Facility**.
- 8. Obey and enforce the following:
 - a. No smoking anywhere within the **Facility**.
 - b. No alcoholic beverages may be brought into the **Facility**.
- 9. Not sublease or otherwise allow use of the **Facility** nor any part thereof by another without written consent of the **District**, which consent may be withheld for any reason.
- 10. Hold harmless and indemnify the **District** from any and all damages and liabilities for any claim arising from or out of the **Use** of the **Facility** by the **User**.
- 11. **User** herewith consents to the entrance of federal, state and local law enforcement for any lawful purpose during the period of this Agreement.
- 12. Contact law enforcement so that it is aware of the use of the **Facility**.
- 13. Shall provide and have on file at the District office prior to usage a current certificate of liability insurance adequate to cover the usage, but at least \$1,000,000.

I hereby certify that the foregoing Use of Facility Agreement was approved by the School Board in open session on the _____ day of _____, 20____ OR approval by the Superintendent.

Board Chairman or Superintendent

I have read the foregoing Agreement and agree with its terms. I understand that I, individually, and the organization I represent will be liable for any damages caused to the facility, any damages or injuries that may occur to any person, and attorney fees of the District arising as a result of the use of the facility.

NAME OF ORGANIZATION

Signature of Representative

Date

Facility Use Agreement Sully Buttes Gymnasiums (Onida)

All persons desiring to have security (key) access to gym facility (or weight room) will need approval from the school administration and are required to provide the following assurances and consents:

1. To provide **at all times** adequate and appropriate **supervision** present by one or more parents/adults of the activity held in the gyms/weight room of any minors. Said adult supervisor(s) will remain on-site until all participants have vacated and the building has been secured (all doors checked/locked & lights off).
Key user must be at least twenty-one years of age.
2. Neither the school district, school board, nor any officer or employee of the district is liable for any injury that occurs as a result of the use of the facility, regardless of the cause of injury, including design, maintenance or condition of the facility and equipment used under this agreement.
3. The individual requesting usage is liable for damage to any person that may arise as a result of the use of these facilities, as provided in SDCL 13-24-20 and will also be liable for any damage incurred to the facility or equipment. Said individual will also be liable for the district's legal expenses if any litigation results from the use of these facilities.
4. **Key (fob) shall remain on Adult user's possession at all times and not be given/provided to children or loaned to any other parent/student for usage**
Unauthorized transfer of a key shall result in termination of the key holder's privilege to utilize the facility. *Immediately report any lost key to school.
5. To inform school officials of concerns with any equipment or structural components.
6. To abide by all policies and rules of the school district.
7. I understand that an electronic record of key usage will be maintained. Also, video cameras are in place throughout the school facility.
8. **A twenty (\$20.00) dollar fee will be assessed for initial usage** and also for replacement of lost key fobs.
9. **Those found not in compliance with rules and expectations of usage will forfeit their key and have future access privileges revoked.**
10. *** SEE ACCESS CONDITIONS ON REVERSE SIDE ----->**

**I have read the Facility Use Agreement and agree to
comply with the terms.**

Name (print) _____

Address _____ Phone _____

Date _____

_____ **User Signature**

_____ Gyms _____ Weight Room

Key # _____

School Official _____

ABO Gym/Weight Room Key Fob Rules for Onida Campus
(adopted by school board Sept. 2015)

All key fobs issued to non-school employees (*exception being local law enforcement and fire department*) will be restricted by group to the following access times and doors:

1. Parents of students in grades **K-6** who request and are granted a key fob:

Will have key fob access to the northwest parking lot door for gym access from 7:00 am-7:45 am, 3:50 pm-10:00 pm Monday-Friday and 5:00 am-10:00 pm Saturday & Sunday.

***An adult must be present to supervise K-6 children using the gyms.**

Parents of students in grades **7-12** who request and are granted a key fob:

Will have key fob access to the northwest parking lot door for gym and weight room access as well as weight room access from 7:00 am- 7:45 am, 3:50 pm-10:00 pm

Monday-Friday and 5:00 am-10:00 pm Saturday & Sunday.

***An adult must be present to supervise 7-12th grade students using the gyms or weight room.**

2. **Community patrons with no student enrolled in grades K-12** who request and are granted a key fob:

Will have key fob access to the northwest parking lot door and weight room door from **5:00 am- 7:00 am Monday-Friday** for public-use of the gym and/or weight room.

Patrons must be out of building by 7:00 am

All school sponsored teams and activities have priority use of the gyms and weight room even when it may conflict with the above access times. Additionally, groups that **reserve** gym-time for specific youth, elementary activities or community activities have priority above individual access during the above access times. Example (1) - If a parent brings their daughter in to lift weights at 4:15 pm and the wrestling team comes in at 4:30 pm as part of their practice public access would end until the wrestling team is done using the space. If the team in there has sufficient space they may choose to allow the public access to continue. Example (2) - A local 5th grade boys basketball team wants to reserve the main gym from 7:00-8:30 pm on a Tuesday night, they have priority over an individual who walks in to use the gym. If the team using the gym has sufficient space they may choose to allow the public access to continue.

Facility Use Agreement Blunt Elementary School Gym

All persons desiring to have security (key) access to gym facility will need prior approval from the school administration and are required to provide the following assurances and consents:

1. To provide at all times adequate and appropriate supervision present by one or more parents/adults of the activity held in the gyms/weight room of any minors. Said adult supervisor(s) will remain on-site until all participants have vacated and the building has been secured (all doors checked/locked & lights off).
Key user must be a minimum twenty-one years of age.
2. Neither the school district, school board, nor any officer or employee of the district is liable for any injury that occurs as a result of the use of the facility, regardless of the cause of injury, including design, maintenance or condition of the facility and equipment used under this agreement.
3. The individual requesting usage is liable for damage to any person that may arise as a result of the use of these facilities, as provided in SDCL 13-24-20 and will also be liable for any damage incurred to the facility or equipment. Said individual will also be liable for the district's legal expenses if any litigation results from the use of these facilities.
4. **Key (fob) shall remain on Adult user's possession at all times and not be given/provided to children or loaned to any other parent/student for usage.**
Unauthorized transfer of a key shall result in termination of the key holder's privilege to utilize the facility. *Immediately report any lost key to school.
5. To inform school officials of concerns with any equipment or structural components.
6. To abide by all policies and rules of the school district.
7. I understand that an electronic record of key usage will be maintained.
Also, video cameras are in place throughout the school facility.
8. **A twenty (\$20.00) dollar fee will be assessed for initial usage** and also for replacement of lost key fobs.
9. **Those found not in compliance with rules and expectations of usage will forfeit their key and have future access privileges revoked.**
10. **Access conditions: Not during school hours and done by 10:00 pm**

I have read the Facility Use Agreement and agree to comply with the terms.

Name (print) _____ Date _____

Address _____ Phone _____

User Signature & telephone #

Key # _____ School Official _____