

AUTHORIZED USE OF SCHOOL PROPERTY

The principle purpose of school buildings and equipment is the education of the children of the district. This use shall have precedence over all other uses.

School buildings and equipment could be available for use by local community organizations under conditions prescribed or permitted by Wisconsin Statute 120.12 and in accordance with policies adopted by the Shell Lake Board of Education.

It shall be the policy of the Board of Education to permit use of school buildings and equipment to civic, educational and recreational groups for purposes other than those prohibited by law or those judged to be adverse to the general interest of the public, and which do not interfere with the prime use of the facilities or conflict with scheduled school programs.

Responsibility for care of the property is assumed by an officer or leader of the group or organization. If custodial or other labor service is necessary, a fee shall be charged.

Buildings and equipment shall not be used by individuals for personal gain.

The superintendent is granted discretion in authorizing use of equipment. Any damages caused by outside use shall be paid for by the group or person approved to use such equipment.

The use of school buildings during non-school hours may be granted to religious organizations where:

1. The arrangement is for a limited, specified time period.
2. A reasonable rental is established.
3. There is no school involvement in the religious function.
4. All religious organizations are treated equally and preference is not given to one group over another.

Any organization or citizens group wishing to use the school facilities shall complete the Application for Use of School Facilities Form and submit it to the District Office.

Organizations that have central offices or headquarters outside the Shell Lake School District will be required to sign an indemnification form and comply with the requirements therein. This may be waived by the superintendent if:

1. The facility request is for a period of time totaling less than four hours. Factors to be considered in waiving requirements are; size of group, benefit to the school district, benefit to students, and a liability exposure.
2. Emergency use of school facility is required.
3. The organization providing an activity is under the supervision of the Shell Lake Community Education Program.

Facility use application and indemnification form must be submitted to the district office one week in advance of date.

General Rules:

1. Fees are due at the Superintendent's office the first business day following use of the facility.
2. Superintendent may adjust rates for rental periods of more or less than one day.
3. Checks should be made payable to the Shell Lake School District.
4. The non-medical use of drugs, alcohol, mood-altering substances and tobacco is strictly prohibited in or on school property.
5. All doors and aisles shall be unobstructed and not barred or bolted at any time while the building is occupied.
6. All sponsoring organizations are responsible for the safety and conduct of the audience.
7. All vehicles parked on school property must remain fifteen (15) feet away from the buildings and entrances.

Fees for use of school facilities will be adjusted July 1 of each year and according to criteria for Groups A, B, C or D,

GROUP A

NON-PROFIT, NON-POLITICAL and NON-SECTARIAN organizations that are within the boundaries of the school district.

1. No labor or rental fee when:
 - a. The use of the facility is scheduled during hours it is normally open.
 - b. It is under the direction of a full time staff or school board member who is responsible for care of the property.
2. At a labor fee when:
 - a. The facility is usually closed, therefore creating the following labor costs.
 - (1) Custodial/Supervisory personnel - Time and one half plus 20%.
 - (2) Cafeteria personnel - Time and one half plus 20%.
 - b. The facility is not left cleaned for normal operation.
 - (1) The responsible party will be notified.
 - (2) Charges will be the same as Section 2a above.

GROUP B

Groups or organizations not qualifying under Group A and are within the boundaries of the Shell Lake School District with the following provisions:

1. Rental Fees
 - a. Regular classroom or commons \$ 25.00 per room/per day
 - b. Special Classrooms/Lab, (i.e. \$ 50.00 per room/per day
tech ed classroom, shop, consumer
ed, distance learning, computer lab).
 - c. 3-12 gym \$300.00 per one day event
 - d. Primary gym \$150.00 per one day event
 - e. Primary or 3-12 kitchen \$ 30.00 per one day event
2. Labor Fees
 - a. Custodial/Supervisory personnel - Time and one half plus 20%.
 - b. Kitchen personnel - Time and one half plus 20%.
(Must be present when kitchen is used)

GROUP C

1. Religious schools and organizations within the boundaries of the School District of Shell Lake.
 - a. Rental fee:
 1. Classrooms, kitchens, cafeterias \$ 25.00 per one day event
 2. Primary gym \$ 75.00 per one day event
 3. 3-12 gymnasium \$150.00 per one day event
 - b. Labor fee (when normally open) No Charge.
(When normally closed) Time and one half plus 20%.
2. When fees, donations, etc., are collected and/or for money raising projects, then schedule for Group B applies.

GROUP D

Organizations not covered by the above policy shall complete the application form and return it to the superintendent for consideration including appropriate fees.

PROVIDER, LESSEE, CONTRACTOR _____

Indemnification:

(PROVIDER, LESSEE, CONTRACTOR) agrees at all times during the term of this agreement to: indemnify, save harmless and defend the School District of Shell Lake, its Boards, Officers, Employees and Representatives against any and all liability, losses, damages, costs or expenses which the School District of Shell Lake, its Boards, Officers, Employees and Representatives may sustain, incur or be required to pay by reason of the (PROVIDER, LESSEE, CONTRACTOR) occupying, furnishing services or goods required to be provided under this agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the acts or omissions of the School District of Shell Lake, its agencies, Boards, Officers, Employees or Representatives.

Insurance:

(PROVIDER, LESSEE, CONTRACTOR) agrees that, in order to protect itself and the School District of Shell Lake, its Officers, Boards, Employees, and Representatives under the indemnity provisions of paragraph above, it will at all times during the term of this agreement keep in force as required:

	<u>Coverage</u>	<u>Limit</u>
1.	Workers Compensation	Statutory
2.	Comprehensive General Liability	\$1,000,000 CSL
3.	Auto Liability	\$ 500,000 CSL
4.	Professional Liability	\$ 500,000

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department. Coverage afforded all apply as primary, with the School District of Shell Lake, its Boards, Officers, Employees and Representatives as additional named insured. The School District of Shell Lake shall be given thirty (30) days advance notice of cancellation or nonrenewal during the term of this agreement. Upon execution of this agreement, (PROVIDER, LESSEE, CONTRACTOR) shall furnish the School District of Shell Lake with a certificate of insurance and, upon request, certified copies of the required insurance policies. In the event any action, suit or other proceedings is brought against the School District of Shell Lake upon any matter herein indemnified against, the School District of Shell Lake shall, within five (5) working days, give notice thereof to the (PROVIDER, LESSEE, CONTRACTOR) and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

Name

Date

APPLICATION FOR USE OF SCHOOL FACILITIES/EQUIPMENT
SCHOOL DISTRICT OF SHELL LAKE

Date to be used _____ Time _____

Group or organization _____

Adult contact person _____ Phone _____

Address _____

Certified staff member supervising _____

Does group meet qualifications for Group A B C D (Circle One)

Facility requested

School Equipment/Materials requested _____

Equipment/Materials being brought in by
Group _____

Labor _____
Fees _____

- Facility use application must be submitted one week in advance of date requested unless Board action is necessary. If so, it must be submitted prior to the Third Monday of the month.

The Board of Education reserves the right to reject use of school facilities if it is in the best interest of the School District.

I have read and understand the policies relating to the usage of school facilities, materials and equipment.

- It is further understood that the above organization or group shall not violate laws which regulate the use of public school facilities, shall assume full responsibility for property damage resulting from use and shall pay fees and labor charges as indicated.

❖ IT IS THE RESPOSIBILITY OF THE USER TO CONTACT TIM ULLOM, HEAD OF MAINTENANCE, PRIOR TO THE DATE(S) REQUESTED TO FINALIZE ANY DETAILS.

Signature of organization's representative

School Authority

Date of application