

### **Community Use of Facilities or Equipment**

The Board of Education recognizes the importance of making the most effective use of tax dollars intended for the education of students in the School District of Luck. While facility use priority will always be for school district activities and programs, the Board has determined to allow Limited Public Access to facilities supporting students and community engaged in educational and recreational activities. All facility use must meet both Board policy and legal standards, without regard for viewpoint and with the intent of providing benefit to the community and its students in particular. Facilities may not be used for individual, private, or organization profit except as provided for in the fees schedule. Only the Activity Director or Superintendent/designee may grant approval for facility use.

#### **Approval**

All facility or equipment use, other than that by district students and staff involved in district activities requires prior approval. Individuals and organizations seeking to use the facility or equipment must provide to the Activity Director's Office a completed request form and any other proper documentation\* at least two weeks in advance of the activity. No activity may proceed without receipt of a copy of the form approved by the Activity Director or Superintendent/designee.

\* examples: 501c3 Charter, Certificate of Insurance, proof of financial responsibility, etc.

#### **Use Priority**

- 1) School District for daily educational activities
- 2) School District for extra-curricular activities
- 3) Community Education department
- 4) Non-Profits primarily benefiting the students and/or community of the School District of Luck
- 5) Other Charitable Non-Profits
- 6) Local Municipalities
- 7) Wisconsin governmental or educational institutions
- 8) Private organizations or individuals

#### **Insurance**

Individuals and organizations seeking to use the facility or equipment must provide a proof of independent insurance for activities that are not district-sponsored. Absent a written statement of coverage from the school district insurance company, all non-district organizations or individuals must supply a Certificate of Insurance for the time of facility or equipment use. **Coverage must provide a minimum of \$1,000,000 per occurrence.**

**Deposit Prior to Use**

Deposits are required for use of most facilities and equipment whether or not the organization or individual is required to pay a fee. The Activities Director or Superintendent/designee will determine deposit charge for facilities or equipment not listed on the fee schedule. Such deposits must be provided prior to use of the facility or equipment.

**Use of Equipment**

Irrespective of facility use provisions, additional costs or in-kind compensation may be charged if the activity(s) may cause significant/abnormal wear to district facilities or equipment.

**Utilities**

Irrespective of facility use provisions, additional costs or in-kind compensation may be charged if the activity(s) may require excessive/unusual cost to the district for electricity, gas, water, fuel, etc.

**Personnel**

Irrespective of facility use provisions, additional costs or in-kind compensation may be charged if district-employed supervisory, custodial, or other personnel are required.

**Non-Profit vs not-for-profit**

“Non-Profit” and “not-for-profit” are not synonymous. A Non-Profit is an organization that has obtained and can provide evidence of 501c3 Non-Profit status. An activity that is not-for-profit is one in which no fundraising or fee-paying occurs for the benefit of an organization or individual(s). Non-Profits may engage in fundraising activities and thereby be treated as *Private* organizations with respect to this policy. Organizations/individuals without Non-Profit status may engage in not-for-profit activities and be categorized as *Support* or *Partner* with respect to this policy. Guidelines for facility or equipment use will address both of these issues.

**District Facility vs School Activity**

Facilities and equipment will remain under the ownership of the school district. However, when a non-district organization leases and insures the use of a school district facility, that room or other portion of the facility is no longer being used as a school, but is subject to the rights and legal constraints of the municipality. For example, the legal requirements of Equal Access apply to the opportunity to lease, but the legal constraints regarding the Separation of Church and State do not apply to a private organization that has leased the facility.

**Use of Keys**

Keys may be checked out to an approved supervisor. Within one business day following the activity, all keys must be returned to the Activities Director/designee who checked them out to the supervisor. The adult who signs out the key must be in attendance at all times and is

responsible for the care of the building, the supervision of all of the people using the facility, and the clean-up.

### **Damage and Clean-up**

Any costs associated with necessary repair or cleaning following the activity will be charged to the organization/individual(s) responsible for the activity.

### **Care of Facility**

Notwithstanding any other guideline or expectation within this policy, any individual or organization that damages, misuses, leaves un-secured, or otherwise fails to ensure safe, secure, and appropriate use of the facility will be barred from facility use indefinitely.

### **District Activity: No Cost Facility/Equipment Use**

- 1) Clubs, Departments, or Programs will be responsible for proper care, security, and use of the facility and will be assessed for costs other than from normal use and wear.
- 2) Funds raised must be deposited in a district account immediately following the activity.
- 3) **School District Activities:**
  - School District-sponsored programs with a district employee as supervisor
  - Community Education program organized on behalf of district students

### **Support Activity: No Cost Facility/Equipment Use**

- 1) Absolutely no fees may be charged to individuals for participation in the activity for which the building will be used.
- 2) Nominal membership/general participation fees no greater than \$125/year (adult) or \$75/year (student) may be charged to cover administrative or supply expenses of the organization.
- 3) The activity may not allow for any fundraising except on behalf of the district and its students. All funds raised must be deposited in a district account immediately following the activity.
- 4) No undue burden may be accepted by the district for damage, wear, utilities, personnel, or any other ancillary costs. Ancillary costs may be assessed in appropriate circumstances.
- 5) **Certificate of liability insurance must be provided for any activity not directly engaging primarily district students and/or staff.**
- 6) Deposits are required, per fee schedule.
- 7) **Activities that qualify for no-charge facility/equipment usage:**
  - Charitable Non-Profit organizations that are chartered within, and whose membership is primarily students or community members of, the School District of Luck
  - Non-Profit organizations whose charters are specifically defined to support the School District of Luck
  - Educational activities benefiting primarily students or community members of the School District of Luck

- Organizations/individuals engaged in a non-fund-raising activity that primarily benefit the students and/or community of the School District of Luck
- Non-district-sponsored personal activities in which a district employee accepts supervisory responsibility and can reasonably be expected to engage safely.

#### **Partner Activity: No Lease or Rental Fees**

- 1) Absolutely no fees may be charged to individuals for participation in the activity for which the building will be used.
- 2) No costs will be charged for rental of equipment or lease of the building.
- 3) Costs for utilities, fuel, wear, necessary personnel, or other ancillary costs will be estimated prior to approval and made part of the use agreement. Final costs will be determined following the activity and paid upon notification.
- 4) In-kind payments may be accepted by the district, if approved prior to the activity.
- 5) Certificate of liability insurance **must be provided**.
- 6) Deposits are required, per fee schedule.
- 7) **Activities that will pay only for associated costs to the district:**
  - Community Education program organized on behalf of non – fee-paying community members
  - Municipal departments or organizations
  - Public education organizations
  - Any group that would otherwise be considered no-cost, but engages in an activity that requires significant cost to the district.

#### **Private Activity: Facility or Equipment Lease**

- 1) Any activity in conflict with the mission of the School District of Luck is prohibited.
- 2) Any activity that may reasonably be expected to cause damage, create an unsafe environment, or undermine school or community standards is prohibited.
- 3) Lease/rental Fees as well as costs for utilities, fuel, wear, personnel, and other ancillary support will be identified prior to approval.
- 4) Certificate of liability insurance **must be provided**.
- 5) A deposit will be charged for all such activities.
- 6) In-kind payments may be accepted by the district, if approved prior to the activity.
- 7) Any school facility leased to an organization becomes a non-school facility during the time period it is utilized
- 8) **Activities that will require both lease/rental and associated costs to the district:**
  - Community Education program charging fees for classes or educational experiences to non-student community members
  - Any organization/individuals, other than district-sponsored school activities, that use the facility/equipment for fundraising, charge a use fee, or otherwise require payment to participate in the activity.
  - Private business or individual seeking to make use of facilities/equipment for any legal purpose other than those provided for in Mission, Support, or Partner activities.

**Fee Schedule**

**District:** no fees

**Support:** Deposit

**Partner:** Deposit, Custodian\*, Cook\*, Supervisor\*, Utilities

**Private:** Deposit, Rental, Custodian\*, Cook\*, Supervisor\*, Utilities

**Fee schedule for hourly use up to 3 hours**

	<u>Deposit</u>	<u>Rental</u>	<u>Supervisor/ Custodian*</u>	<u>Cook**</u>	<u>Utilities</u>
Classroom	\$10	\$15/hr			\$5/hr
Labs***	\$50	\$20/hr	\$20/hr		\$10/hr
High School Gym	\$100	\$25/hr	\$20/hr		\$10/hr
Elementary Gym	\$100	\$25/hr	\$20/hr		\$10/hr
Kitchen	\$100	\$20/hr		\$20/hr	\$10/hr
Cafeteria	\$20	\$20/hr	\$20/hr		\$5/hr
Football Field	\$100		\$20/hr		\$25/hr

**Fee schedule for daily (more than 3 hours) or multi-day use**

	<u>Deposit</u>	<u>Rental</u>	<u>Supervisor/ Custodian*</u>	<u>Cook**</u>	<u>Utilities</u>
Classroom	\$20	\$50/day			\$20/day
Labs***	\$100	\$75/day	\$20/hr		\$40/day
High School Gym	\$100	\$100/day	\$20/hr		\$40/day
Elementary Gym	\$100	\$80/day	\$20/hr		\$40/day
Kitchen	\$100	\$75/day		\$20/hr	\$40/day
Cafeteria	\$20	\$75/day	\$20/hr		\$20/day
Football Field	\$100	0-50/day^	\$20/hr		\$100/day

\* May be required

\*\* Is required whenever kitchen is used, regardless of the activity

\*\*\* Computer Lab, Wood Shop, Metal Shop, etc.

^ Field use expected to cause measurable wear may be charged up to \$50/day.

### **General Guidelines**

1. User shall ensure that no unauthorized third party will be permitted to use the facility or any portion thereof.
2. User shall ensure that participants will not be restricted from participation for reasons of race, religion, sex, creed, national origin, sexual orientation, or handicapping condition.
3. User shall ensure that the representative specified in the agreement is present at the scheduled event.
4. User shall ensure that prior approval is received before signs, banners and pennants are erected, and that they do not deface school property.
5. User shall ensure that children will be properly supervised with adequate adult supervision.
6. User shall ensure that the number of attending does not exceed the authorized capacity.
7. User shall ensure that the participants' vehicles will be properly parked.
8. User shall ensure that participants are in only the requested area.
9. Food and beverage only in areas where allowed and only having received written permission.
10. User shall ensure activities are orderly and lawful.
11. User shall ensure that the use of alcohol/tobacco products is not allowed in the building or on the grounds.
12. User shall ensure that animals are not permitted inside the school building, with the exception of those animals used to aid the handicapped or specified in the agreement.
13. User shall leave the building neat and orderly.
14. User shall observe the time limits that were agreed upon.
15. User shall ensure reimbursement for the cost of damages occurring during use.
16. User shall agree to hold harmless and indemnify the Board of Education with respect to any claim of loss, injury or damage because of negligence of the user or user's group or agents, including damage to property of the school or property for which the school is liable. Proof of insurance will be required.
17. User shall comply with all federal, state and local laws, regulations and licensing requirements.
18. Other Stipulations as established by the District.
19. Groups or individuals may be restricted from use of the building by the Principal, District Administrator, or the Board of Education.
20. Only the Board of Education may approve partial waiver of fees.

Legal ref: Sections 120.12(9), (20), 120.13 (17), (19), (21) Wisconsin State Statutes