

704 - COMMUNITY USE OF SCHOOL PROPERTY

1. GENERAL

- 1.1 The School Board recognizes that the citizens have a large capital investment in the buildings and facilities of the district. Thus, the Board encourages organizations to use school facilities for educational, recreational, and civic activities.
- 1.2 Use of school buildings and facilities shall be allowed as stated in Wisconsin Statutes (120.12,13) and board policy. Such policy is outlined below.

2. PRIORITY USE

- 2.1. Events scheduled by the Portage Community School System.
- 2.2. Events sponsored by local non-profit organizations
- 2.3 Events sponsored by commercial users, for-profit organizations and private use will have limited opportunities.

3. WHO MAY USE

3.1 No Rent

Youth groups and community organizations of the school district may be allowed rent free use of school facilities if a deposit is paid in advance. However, all such groups are expected to do their own setup, clean-up, and/or restore facilities to their original condition. If the District performs any of these services, the District may charge as appropriate.

3.2 Rent and Fees Charged

- a. Rent and fees will be charged according to the Categories below.
- b. All rent, deposit and fees will be paid to the Facility Coordinator prior to use.

Category I - School sponsored Groups - Any organized group or organization directly connected with Portage Community Schools (student councils, school athletic teams, workshops, student organizations, student art displays, etc.) Must have a designated faculty member to supervise. No fees required.

Category II - School Community and Community non-profit groups are defined as (Music Boosters, PTO/Parent groups, Greater Portage Education Youth Foundation, W.I.A.A., D.P.I., Scouts, 4-H, church groups, Kiwanis, Rotary, Optimist, parochial schools, and other groups), primarily comprised of District residents providing civic, athletic, educational, or cultural activities. Fees may be charged on the basis of services rendered.

Category III - Any private, non-district and/or profit making group whose interests are limited primarily to the membership or for profit; e.g., for-profit businesses, vendors, entrepreneurs, commercial institutions, private agencies. Rent and services will be charged.

4. AVAILABILITY

- 4.1 Since the principal purpose of school buildings is the education of the children, activities of the school have priority over non-school activities.
- 4.2 Requests from district residents shall be given preference over non-residents. Since Portage Park & Recreation extends participation to non-residents, such request may be honored after resident request.

5. PROCEDURE

5.1 All athletic facilities will be under the direct supervision and control of the Athletic Director. The user shall sign a building permit and any deposit and/or fees shall be paid prior to occupying the athletic facilities. The principal will communicate any athletic facility usage to the Athletic Director.

The Athletic Director will create a maintenance schedule with the district's Facilities Coordinator. Regular maintenance of the facilities will be scheduled to allow for the least amount of disruption to practices and events.

5.2 All non-athletic facilities will be under the direct supervision and control of the Director of Maintenance. The user shall sign a building use permit and any deposit and/or fees shall be paid prior to occupying the athletic facilities.

6.. SUPERVISION BY DISTRICT EMPLOYEES

6.1 When kitchen facilities and equipment are used for preparation in the school, lunch personnel must be present and the user will pay the rate set by the school district for personnel time required.

6.2 When custodial services are required to prepare the facility (set up bleachers, chairs etc.) or clean-up facility and for security personnel, the user will pay the rate set by the school district for personnel time required.

7. GENERAL RULES

7.1 Meetings shall not be held which violate any Local, State, or Federal law.

7.2 All groups shall have at least one adult supervisor who shall be present at all time.

7.3 The user shall be responsible for the conduct of participants.

7.4 Users are to restore all facilities to their original condition and are responsible for repairing any damage to property or equipment. Such repair/restoration must be taken care of before any future use will be granted.

7.5 No use of tobacco products or alcoholic products is allowed in buildings or on any school district property. Also, no food or beverages will be allowed in the gym.

7.6 Gym shoes must be worn at all times when engaged in activities in the gymnasiums.

7.7 The district does not assume responsibility for property left on the premises by user or participants.

7.8 The district does not assume liability for injury that may occur to persons while using school facilities.

7.9 Rental of gym does not include the use of shower rooms, locker rooms, or other associated facilities.

7.10 All participants will confine themselves to the area of the given activity.

7.11 All persons must vacate the facility by the agreed time stated on the building use permit.

7.12 Any theft in, or misuse, of facilities may result in immediate termination of facility usage.

7.13 Equipment will be furnished by organizations who use the facility.

7.14 The district reserves the right to require a deposit before any facility use contract is signed.

7.15 The district may charge for custodial and security personnel as necessary for any use in Category II or Category III.

7.16 Rent shall be charged according to scale for Category III.

7.17 For any use of the Auditorium see school board policy 705.

Original Policy - 1963
Revised - Nov. 1984
Revised - April 8, 1991
Revised - Aug. 23, 1993
Formerly 705
Revised - March 9, 1998
Revised - July 2, 2001
Revised - December 12, 2005
Revised - August 8, 2011
Revised - January 12, 2015

ADDENDUM A - CATEGORY I

All costs are the schools responsibility.

Note: No page 2 needed

ADDENDUM A - CATEGORY I

ADDENDUM A - CATEGORY II

PORTAGE SCHOOL DISTRICT RENT RATES:

Fees consists of two components:

1. Security deposit
2. Labor

1. Security deposit will be based on the scale below:

Classrooms (under 1,300 square feet)	\$ 50.00
Larger Classrooms	\$ 80.00
Computer Rooms	\$200.00

Kitchens (Large)*/Concession Stands	\$100.00
Kitchens (Rusch/Rural Schools)*	\$ 80.00

Gymnasiums:

Middle School, Muir, High School	\$120.00
Rusch/Rurals	\$ 60.00

Ball Diamonds/Practice Fields	\$100.00
Football/Track Stadium	\$200.00

* Food Service Staff must be hired

2. Labor:	
Custodial	- \$30.00 per hour*
Security	- \$20.00 per hour*
Kitchen	- \$30.00 per hour*
Technical Support	- \$30.00 per hour*

* Custodial, security, kitchen personnel and technical support charges will be based on actual hours needed.

Addendum A - Category II – Portage School District Rent Rates

Addendum A - Category II

Event Form Charge Sheet

FEES:

Security deposit per scale \$ _____

TOTAL RENTAL CHARGE \$ _____

LABOR CHARGES:

Custodial @ \$30.00 per hour \$ _____

Security @ \$20.00 per hour \$ _____

Kitchen @ \$30.00 per hour \$ _____

Technical Support @ \$30.00 per hour \$ _____

TOTAL LABOR CHARGES \$ _____

OTHER FACILITY AND LABOR CHARGES

_____ \$ _____

_____ \$ _____

ESTIMATED TOTAL \$ _____

Final total will be determined at the conclusion of the use.

Addendum A - Event Form Charge Sheet - Category II

Addendum A - Category III

SCHOOL GYM, KITCHEN & CLASSROOM RENT RATES:

Portage High School, Middle School and John Muir:

1. Gym: - 1-4 hours: \$200.00
4-8 hours: \$400.00
8-12 hours: \$600.00
Beyond 12 hours: \$50/hour
2. Ball Diamond or Youth Camp Facility Use per facility – Any field maintenance and grounds labor costs will be added
1-4 hours: \$100.00
4-8 hours: \$200.00
8-12 hours: \$600.00
Beyond 12 hours: \$50/hour
3. Kitchen*/Concession stand - 1-4 hours: \$50.00
4-8 hours: \$100
8-12 hours: \$150
Beyond 12 hours: \$50/hour
4. Classrooms – 1-4 hours: \$20.00
4-8 hours: \$40.00
8-12 hours: \$60.00
Beyond 12 hours: \$50/hour
5. Computer Labs – 1-4 hours: \$200.00
4-8 hours: \$300.00
8-12 hours: \$400.00
Beyond 12 hours: \$50/hour
6. Commons - 1-4 hours: \$75.00
4-8 hours: \$150.00
8-12 hours: \$225.00
Beyond 12 hours: \$20/hour?
7. Deposits:

Classroom	- \$ 50.00
Commons	- \$ 60.00
Computer Rooms	- \$200.00
Kitchens*/Concession Stands	- \$100.00
Gyms	- \$100.00
Ball Diamond/Practice Fields	- \$100.00
Football/Track Stadium	- \$200.00

* Any kitchen use requires regular kitchen staff to be hired.

Rusch Elementary, Woodridge Primary and Rural Elementary Schools:

1. Gym: \$50.00 (1-4 hours, \$25 per hour after 4 hours)
2. Kitchen* \$25.00
3. Deposits: See Above

* Any kitchen use requires regular kitchen staff to be hired.

LABOR CHARGES:

- Grounds - \$30.00 per hour
- Custodial - \$30.00 per hour
- Security - \$20.00 per hour
- Kitchen - \$30.00 per hour
- Technical Support - \$30.00 per hour

Addendum A - Category III SCHOOL GYM, KITCHEN & CLASSROOM RENT RATES

Addendum A - Category III

EVENT FORM CHARGE SHEET

Portage High School, Middle School and John Muir Elementary:

Gym: -	Estimated time needed	____ hours	\$ _____
Kitchen*/Concession stand -	Est time needed	____ hours	\$ _____
Ball Diamond or Youth Camp Facility use			
per hour per facility	Estimated time needed	____ hours	\$ _____
Classrooms @	Estimated time needed	____ hours	\$ _____
Commons @	Estimated time needed	____ hours	\$ _____
Computer Rooms @	Estimated time needed	____ hours	\$ _____
Kitchen personnel @ \$30.00 per hour			\$ _____
Custodial @ \$30.00 per hour			\$ _____
Technical Support - \$30.00 per hour			\$ _____
Security @ \$20.00 per hour			\$ _____
Grounds @ \$30 per hour			\$ _____
Deposit (per scale)			\$ _____
Other			\$ _____

*Any kitchen use requires regular kitchen staff to be hired.

TOTAL RENTAL CHARGE \$ _____

Rusch Elementary and Rural Schools:

Gym: - \$50.00	\$ _____
Kitchen* - \$25.00	\$ _____
Kitchen personnel @ \$30.00 per hour	\$ _____
Custodial @ \$30.00 per hour	\$ _____
Security @ \$20.00 per hour	\$ _____
Deposit (per scale)	\$ _____
Other	\$ _____

*Any kitchen use requires regular kitchen staff to be hired.

TOTAL RENTAL CHARGE \$ _____

ADDENDUM B
BUILDING USE PERMIT

This permit is entered into by and between the Portage Community School District, hereinafter referred to as the owner, and _____, hereinafter referred to as the Permittee.

Wisconsin Statutes 120.13 (17) permits the temporary use of school facilities to any responsible person for any lawful non-school purpose if such does not interfere with use for school purposes or school related functions. In granting the use of the school facilities the School District is allowing the permittee to use space as identified below. It is agreed that the School District is not endorsing or supervising the activities of permittee(s).

The owner grants this permit subject to the following conditions, restrictions and exceptions which are agreed to any accepted by the Permitted(s).

1. The owner hereby permits the Permittee(s) the use of the following facilities _____ and immediately adjacent area necessarily or conveniently incidental to the use thereof.
2. Unless otherwise specifically stated, all provisions of this permit will be accomplished and performed by the Permittee(s).
3. The terms of the permit shall be from date(s) _____ in order to provide for community use tentatively scheduled to be held from times: _____.
4. Notwithstanding any other provision in this permit to the contrary, this permit is effective only at times when the owner determines that the premises are otherwise closed to or not being utilized by the owner. If the owner determines that an immediate suspension or termination is required for any reason whatsoever including the owner's administration or supervision of the premises the owner may immediately suspend or terminate this permit upon giving the Permittee(s) oral notice thereof.
5. The user fee will be paid by the Permittee(s) according to the Portage Community School Board Policy 704 Community Use of School Property. See Addendum A.
Rate: _____ (per board policy)
6. The Permittee(s) will furnish supervision for the use of the premises at the Permittee's expense appropriate to the function for which the premises is to be used. Supervisors must be acceptable to the owner. The Permittee(s) will insure that all rules of conduct and guidelines governing use of the premises are complied with by all persons using the premises (see policy 704 - Community Use of School Property)
7. In addition to clause 4, the Permittee(s) agrees that the permit immediately terminates without notice if the premises are not used by the Permittee(s) for the purpose structured in clause (1) one.
8. The Permittee(s) agrees to indemnify and hold the Owner harmless against and from any claim, cause of action, damage, accident, injury, cost expense, demand or liability arising from any action or inaction, including negligence, by the Permittee's use of facilities in connections with this permit. In any case any cause of action or proceeding is brought against the Owner, the Permittee, upon notice from the Owner, agrees to defend such cause of action or proceeding by counsel reasonably satisfactory to the Owner. The Owner will be held harmless from any claim, cause of action, damage, accident, injury or liability caused by the Permittee's use of facilities.

Addendum B (Building Use Permit)

Building Use Permit (continued)

- 9. This permit may be modified or amended only in writing by mutual agreement, and this permit may not be assigned or otherwise transferred.
- 10. The Permittee(s) agrees not to discriminate against any one because of age, race, religion, sex, color, handicap, physical condition, developmental disability or national origin.
- 11. _____ will assume full responsibility for the use of the facility. Such responsibility shall include the adherence to the rules setforth in Policy #704 and thus contained herein.
- 12. All facilities must be left in the same condition in which they were found. If not, labor charges will be added.

Date: _____

Date: _____

Signature of Facility Coordinator
Portage Community School Representative

Signature of Responsible Person

Address

City State Zip

Home Phone:

Work Phone:

Distribution:

- _____ Applicant
- _____ File (Facility Coordinator)
- _____ Building Administrator (of the building in use)

Addendum B (Building Use Permit)