

## 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 II DEPOSITS AND FEES

### 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, Woodridge, Rurals	\$ 60.00

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

\*District food service personnel must be hired when using kitchen facilities

2. Labor:\*

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

\*Labor charges will be based on actual hours needed and will be billed at the conclusion of use.

## ADDENDUM A - CATEGORY II DEPOSITS AND FEES

**Addendum A - Category II Deposit and Fee Worksheet**

**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 Deposits/Fees: \$ \_\_\_\_\_

\*Final cost will be determined and billed at conclusion of use

**Addendum A - Category II Deposits and Fees Worksheet**

## ADDENDUM A - CATEGORY III DEPOSITS AND FEES

### DEPOSITS:

Classrooms (each)	\$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

### RENTAL FEES

High School, Middle School, and John Muir

Gym:	1-4 hours: \$200.00
	4-8 hours: \$400.00
	8-12 hours: \$600.00
	Beyond 12 hours: \$50/hr

Ball Diamond or Youth Athletic Camp Facility (per facility)

	1-4 hours: \$100.00
	4-8 hours: \$200.00
	8-12 hours: \$600.00
	Beyond 12 hours: \$50/hr

Kitchen\*/Concession Stand

	1-4 hours: \$50.00
	4-8 hours: \$100.00
	8-12 hours: \$150.00
	Beyond 12 hours: \$50/hr

Classroom

	1-4 hours: \$20.00
	4-8 hours: \$40.00
	8-12 hours: \$60.00
	Beyond 12 hours: \$50/hr

Computer Lab

	1-4 hours: \$200.00
	4-8 hours: \$300.00
	8-12 hours: \$400.00
	Beyond 12 hours: \$50/hr

Commons

	1-4 hours: \$75.00
	4-8 hours: \$150.00
	8-12 hours: \$225.00
	Beyond 12 hours: \$50/hr

Rusch, Woodridge, and Rural Schools	
Gym:	1-4 hrs: \$50.00
	\$25/hr after 4 hrs
Kitchen*:	\$50.00
Classroom	1-4 hours: \$20.00
	4-8 hours: \$40.00
	8-12 hours: \$60.00
	Beyond 12 hours: \$50/hr

\*District food service personnel must be hired when using kitchen facilities\*

### 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 Deposits and Fees Worksheet

**FEES:**

Gym(s): \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_  
 Ball Diamond or Youth Camp Facility: \_\_\_\_\_  
 \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_  
 \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_  
 \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_  
 Kitchen(s)\*/Concessions: \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_  
 Classroom(s): \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_  
 Commons: \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_  
 Computer Rooms: \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_

**LABOR:**

Kitchen personnel @ \$30.00/hr: # of personnel \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_  
 Custodial @ \$30.00/hr: # of personnel \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_  
 Grounds @ \$30.00/hr: # of personnel \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_  
 Tech. Support @ \$30.00/hr: # of personnel \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_  
 Security @ \$20.00/hr: # of personnel \_\_\_\_\_ Est. time needed: \_\_\_\_\_ hrs \$ \_\_\_\_\_

**OTHER:**

Deposit(s) (per scale): \_\_\_\_\_ \$ \_\_\_\_\_  
 Other fees: \_\_\_\_\_ \$ \_\_\_\_\_

Estimated\* Total Deposits/Fees: \$ \_\_\_\_\_

\*Final cost will be determined and billed at conclusion of use

**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 and accepted by the Permittee(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.

Print Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Signature of Facility Coordinator  
 Portage Community School Representative  
 305 E. Slifer St.  
 Portage, WI 53901  
 608-742-4879  
 facilities@portage.k12.wi.us

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)