



AGENDA

Business Services Committee

John Benbow, Jr., Chairman
Katherine Bielski-Medina, Member
Troy Bier, Member
John A. Krings, President

February 7, 2022

LOCATION: Wisconsin Rapids Area Middle School, 1921 27th Avenue South, Wisconsin Rapids, WI
Enter through Door C or F on north end of building - Room 401

TIME: Immediately Following the Educational Services Committee Meeting, but not before 6:15 p.m.

- I. Call to Order
- II. Public Comment

Persons who wish to address members of the Committee may make a statement pertaining to a specific agenda item. The Committee Chair will establish limits for speakers due to time constraints. Comments made by the public shall be civil in content and tone. Speakers bear the personal risk if comments made are defamatory, slanderous, or otherwise harmful to another individual. Please keep in mind that this is a Committee meeting of the Board open to the public, and not a public hearing.

- III. Actionable Items
 - A. Board Policies – Approval for First Reading
 - a. 830.2 – Facility Use Policy for the Rapids Area Sports Complex
 - b. 830 – Use of School Facilities
 - c. 830.1 – Facility Use Policy for the Performing Arts Center
 - B. Lease Agreement with CESA 5 for the Vesper Community Academy Facility – Approval
 - C. Special Education Wheelchair Van Purchase – Approval
 - D. Chromebook Cases Purchase – Approval
 - E. Chromebook Purchase – Lincoln High School and WR Area Middle School - Approval
 - F. Chromebook Purchase – Staff - Approval
 - G. Computer Purchase – Computer Science Labs 106 and 108 - Lincoln High School - Approval

- IV. Updates and Reports
 - A. Purchases – Update

- V. Agenda Items

- VI. Future Agenda Items

The Wisconsin open meetings law requires that the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715-424-6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate committee or placed on the Board agenda as determined by the Superintendent and/or Board president.

With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.

School Board members may attend the above Committee meeting(s) for information gathering purposes. If a quorum of Board members should appear at any of the Committee meetings, a regular School Board meeting may take place for purposes of gathering information on an item listed on one of the Committee agendas. If such a meeting should occur, the date, time, and location of the Board meeting will be that of the particular Committee as listed on the Committee agenda **however, no deliberation or action will be taken by other Committees or the full Board of Education.**



BACKGROUND

Business Services Committee

John Benbow, Jr., Chairman
Katherine Bielski-Medina, Member
Troy Bier, Member
John A Krings, President

February 7, 2022

LOCATION: Wisconsin Rapids Area Middle School, 1921 27th Avenue South, Wisconsin Rapids, WI
Enter through Door C or F on north end of building - Room 401

TIME: Immediately Following the Educational Services Committee Meeting, but not before 6:15 p.m.

I. Call to Order

II. Public Comment

III. Actionable Items

A. Board Policies – Approval for First Reading

With the Quadplex/Rapids Area Sports Complex project nearing completion and anticipated use of the space beginning in Spring 2022, a facility use policy to cover rules, regulations, and rental fees affiliated with the complex has been developed. Board Policy 830.2 - Facility Use Policy for the Rapids Area Sports Complex is a new policy being recommended, and two other policies related to facility use (830 - Use of School Facilities and 830.1 - Facility Use Policy for the Performing Arts Center) have slight modifications also being recommended as a result of introducing Policy 830.2. The recommended policies are included in Attachments A, B, and C.

The Administration recommends approval of Board Policy 830.2 - Facility Use Policy for the Rapids Area Sports Complex (RASC), Policy 830 - Use of School Facilities, and Policy 830.1 - Facility Use Policy for the Performing Arts Center (PAC), all for first reading.

B. Lease Agreement with CESA 5 for the Vesper Community Academy Facility – Approval

CESA 5 leases the Vesper Community Academy Facility for the operation of Wood County Alternative School. The lease agreement for the 2022-23 fiscal year as set out in Attachment D needs to be renewed.

The Administration recommends that the lease agreement with CESA 5 for use of the Vesper Community Academy Facility for the 2022-23 school year, at an amount of \$24,000.00 be recommended for approval to the Board of Education.

C. Special Education Wheelchair Van Purchase – Approval

The District is in need of a replacement special education wheelchair van. The current 2006 model van has not been reliable. We reached out to our local Chrysler dealer and they could not identify a wheelchair van for purchase. The State of Wisconsin has a state contract for procurement of vehicles, and the preferred vendor is Ewald Motors in Oconomowoc WI. Ewald Motors was able to identify a new wheelchair van available at a net cost to the District of \$41,458.50 as indicated in Attachment E.

The Administration recommends approval to purchase a Chrysler Voyager special education wheelchair van from Ewald Motors of Oconomowoc LLC for a total net cost of \$41,458.50 to be funded from the Special Education Budget.

D. Chromebook Cases Purchase – Approval

As the District continues its 1:1 Chromebook program at both Wisconsin Rapids Middle School (WRAMS) and Lincoln High School (LHS), there is a need to continue to purchase Chromebook cases as older cases become worn. Additionally, the District is seeing an increased breakage of screens at the middle school. It has been determined that a large number of broken screens are a result of students taking their Chromebooks out of the current cases. These cases are extremely bulky and do not allow for students to place them in their backpacks. Therefore, a slimmer case is being recommended for purchase that will allow students to put them into their backpacks. A few models have been tested with students and it has been determined that the Ninja 21 case from Bump Armor protects the Chromebook and also allows for it to be placed in a backpack (see Attachment F). The Administration recommends replacement of all Chromebook cases for WRAMS students and freshmen at LHS. The old cases will be repurposed for staff devices and for Chromebooks that our sophomores, juniors, and seniors continue to use.

The Administration recommends purchasing 1,500 Chromebook cases for WRAMS and LHS from Bump Armor at a cost of \$20.19 per unit, for a total cost of \$30,285.00 to be funded from the 2021-2022 Technology and Curriculum Referendum Budget.

E. Chromebook Purchase – for LHS and WRAMS – Approval

Chromebooks are needed for incoming freshmen at LHS and to replace aging Chromebooks at WRAMS which are 4 years old. The Chromebooks from 8th grade that are still usable, will be repurposed for use at Central Oaks Academy and the elementary schools. Phil Bickelhaupt, Director of Technology, is in the process of receiving bids for the replacement Chromebooks. Final bid results and recommendation will be available at the Business Services Committee meeting.

F. Chromebook Purchase Staff – Approval

In order to keep staff member's current with technology tools, the purchase of 100 Chromebooks for professional staff members at WRAMS is being recommended. Seventy-five Chromebooks will be assigned to professional staff, and 25 Chromebooks will be used as spares and loaners for new incoming staff (see attachment G).

The Administration recommends the purchase of 100 ASUS Flip Chromebooks from PDS at a cost of \$594.78 per unit, for a total cost of \$59,478.00 to be funded from the 2021-2022 Technology and Curriculum Referendum Budget.

G. Computer Purchase – LHS Computer Science labs 106 and 108 – Approval

The computer workstations in the science labs at LHS are in need of upgrading. A more robust computer is needed for these labs due to the nature of their use and associated curriculum. Phil Bickelhaupt, Director of Technology, is in the process of receiving bids for the replacement of computer workstations in the LHS Computer Science labs. Final bid results and recommendation will be available at the Business Services Committee meeting.

IV. Updates and Reports

A. Purchases – Update

Copies of the following invoices, bid specs, and purchase orders:

- American Fence - \$67,500.00 - App #3 – Quadplex
- ByteSpeed LLC - \$16,190.00 - PO #22002174 – Technology
- ByteSpeed LLC - \$19,390.00 - PO #22002173 - Technology & Referendum Technology
- Edge Sports Tech - \$22,810.50 - Quotes - PAC, Technology & Building & Grounds
- Ewald Motors of Oconomowoc LLC - \$41,458.50 - PO#22002239 – Special Education
- Follett School Solutions - \$16,468.19 - PO #22002078 IMC & Technology
- LEARNING Without Tears - \$14,894.50 - Curriculum Kits - Early Childhood Funds
- Quality Networks, Inc. - \$21,500.00 - PO #22002176 - Referendum Technology
- Plunkett Raysich Architects, LLP - \$177,368.44 – Referendum
- Robinson Brothers Environmental, Inc. - \$22,560.00 - 3573 – Referendum
- TIP Inc. - \$12,071.00 - PO #22002148 – Quadplex
- Tweet Garot PO - \$12,320.46 - PO #22002114 – Building & Grounds

V. Agenda Items

Committee members will be asked which agenda items from the Committee meeting will be placed on the consent agenda for the regular Board of Education meeting.

VI. Future Agenda Items

No future agenda items of the Business Services Committee were identified.

830.2 FACILITY USE POLICY FOR THE RAPIDS AREA SPORTS COMPLEX (RASC)

The Board of Education recognizes that school facilities belong to the residents of the Wisconsin Rapids School District. Therefore, the Board encourages the use of school facilities by local (school district) non-profit and patriotic organizations for intellectual, social, athletic, and civic purposes within legal limitations.

Requests for use of facilities may originate with groups including, but not limited to, non-profit or civic organizations, school district residents, or businesses located within the school district. Political, partisan or religious meetings and activities may be permitted only upon specific approval of the Board of Education or designee.

A. Procedures and Timelines for Users

1. If the request is at least 90 days prior to the date required, the Wisconsin Rapids Public School (WRPS) District will hold a date for 30 days from the date of initial inquiry, after which the date will be released unless a completed application has been received by WRPS. Requests for dates with shorter advance notice will be required to provide completed applications. Events which are scheduled less than two weeks in advance may be charged \$46.00 per hour at the discretion of the LHS Athletic Facilities Coordinator in order to cover costs to hire a contact person for the event.
2. No advertising may be placed until an application for a use agreement, certificate of insurance, and deposit have been received and accepted by the District.
3. The LHS Athletic Facilities Coordinator will review applications.
 - a. The Superintendent or designee reserves the right to deny or cancel use of RASC facilities, even though the proposed use is in accordance with Board policies, if granting or continuing such permission would result in community dissatisfaction and criticism or would result in disruption or interference with the instructional program of the schools.
 - b. If approved, the user organization will receive a short-term use agreement with the estimated rental charges, and a bill for a deposit.
 - c. If the application is denied, the deposit will be returned and a written explanation will be provided to the applicant.
 - d. Appeal of a denied application may be made in writing to the Superintendent within 30 days of the receipt of the denial.
4. The user organization must submit a deposit and a Certificate of Insurance with WRPS named as additionally insured, in a form with coverage limits consistent with Section F of this Facility Use Policy and the WRPS community relations policy.
5. The facility rental fee must accompany the building use contract, if required, within 30 days of the contract approval or prior to the scheduled use, whichever is earliest. This deposit will serve to hold the reservation and will be applied to the balance due on the final invoice. The entire fee may be required with the contract at the discretion of the District.
6. If the applicant cancels the event, WRPS reserves the right to retain the deposit. If the facility use is canceled due to inclement weather, public emergencies, or acts of God, the deposit will be applied to the new date, if the event is rescheduled for a date within twelve (12) months of the original date. If the event is not rescheduled, the District reserves the right to retain the deposit.
 - a. Events canceled 30 days prior will result in a return of 50% of the deposit.

- b. Events canceled 14 days prior will result in a return of 25% of the deposit.
 - c. Events canceled within 7 days of the event will result in a forfeit of the deposit.
- 7. It is the responsibility of the user organization to:
 - a. Pay any state and county tax on sales.
 - b. Report all income to the Internal Revenue Service.
- 8. All permits are subject to immediate cancellation if it is discovered that information given on an application is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules, and regulations of the Board, the permit is subject to immediate cancellation. Upon notice by the LHS Athletic Facilities Coordinator or any duly authorized agent of the Board, such activity is to cease. The Board and its agents are to be held harmless of any expenses or losses incurred by the sponsoring organization due to such cessation.

B. District Policies Regarding Rental of the RASC

1. By accepting a short term use agreement, the user organization accepts responsibility for the school building and assigned property while the permit is in effect as indicated in Section F of this agreement and to observe all applicable federal, state, and local laws and regulations, and all appropriate rules of the Wisconsin Rapids Public Schools Board of Education.
2. Prior to its use, the LHS Athletic Facilities Coordinator must approve all activities and equipment being used in the RASC.
3. In the event of inclement weather, it is the responsibility of the user organization to determine their use of the space. Rental charges will be billed if required to cover costs of equipment, labor, etc. WRPS shall not be liable for any loss of income due to inclement weather, public emergencies, acts of God, or for any other reason whatsoever.
4. If the user wishes to charge for use of WRPS parking lots, permission must be obtained in advance. Fifty percent of the parking revenue will be paid to WRPS unless other arrangements are made with the user.
5. If the user wishes to charge for admission, permission must be obtained in advance. A portion of the admission fees collected may be due to be paid to WRPS, and the percentage or amount will be stipulated in the use agreement.
6. Prohibited Items
 - a. Alcoholic beverages and nicotine products such as cigarettes, smokeless tobacco or electronic cigarettes, or other electronic nicotine delivery system products are prohibited on WRPS premises. (Wis. Stats. 120.12(20); 125.09(2)). Food and non-alcoholic refreshments will be permitted in designated areas.
 - b. No individual shall possess or use a weapon in school buildings, on school premises, in a District-owned vehicle, or at any school-sponsored function or event. The term “weapon” means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms (including, but not limited to, firearms as defined in the Federal and State Gun-Free School Zone Acts (18 U.S.C. 921(a)(3) and Wis. Stat. 948.605) guns of any type whatsoever, including air and gas-powered guns (whether loaded or unloaded), knives, razors with unguarded blades, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and “dangerous weapons” as defined in Wis. Stats. 939.22 (10) and 948.61, or facsimiles thereof.
 - c. Rental groups may seek authority to offer alcoholic beverages under specific circumstances with the approval of the LHS Athletic Facilities Coordinator and the Superintendent through a separate lease agreement.

7. Each group using the school facility shall provide competent adult supervision adequate to ensure proper and careful use of the facility involved. School District officials reserve the right to judge the apparent adequacy of such supervision and failure to provide such supervision will be grounds for immediate revocation of the permit and refusal of future permits to the group. Each group maintains exclusive responsibility for managing its employees, its agents, invitees or any other person during the rental agreement. This responsibility cannot be transferred to WRPS.
8. Organizations or individuals may not use the RASC without having a custodian on duty or on call. A two-hour minimum charge for custodial and/or field maintenance overtime services will apply. At the conclusion of the event, the final actual costs of custodial and field maintenance services will be calculated and invoiced to the user. Any overtime or additional costs incurred by the District, as a result of the agreement, will be billed to the user. A reasonable estimate of anticipated additional costs will be provided by the LHS Athletic Facilities Coordinator at the time of the reservation.

C. Policies Regarding Use of the RASC

1. The facility is owned and operated by the Wisconsin Rapids Public School District, and will be made available to public, private, and non-profit organizations on an equal, non-discriminatory basis. The facility shall not be used for any non-school purpose at any time if such use will interfere with the curricular or co-curricular program of the school.
2. Priority for Scheduling of Events
 - a. The school district has precedence on all dates and times of the scheduling of the facility.
Category Groups A, B, C, and D as defined in the policy Fee Schedule will be scheduled as follows:
 - b. Category A reservations may be submitted beginning July 1 of the preceding calendar year.
 - c. Category B reservations may be submitted beginning February 1 of the calendar year.
 - d. Category C reservations may be submitted beginning February 15 of the calendar year.
 - e. Category D reservations may be submitted beginning March 1 of the calendar year.
 - f. Preference among groups is given to groups with historical and recurrent WRPS facility-based programming and who remain in good standing.
 - g. For long-lead event planning, efforts will be made by the District to maintain the availability of the RASC for the requesting group.
 - h. Exceptions to the above use policy will be determined by the Board. Such determination may be delegated to the Superintendent of Schools or LHS Principal.
3. A WRPS employee must be present whenever the facility is being used by the user organization. Approval must be obtained from the LHS Athletic Facilities Coordinator in advance with sufficient notice. Any costs associated with this provision will be billed to the user organization.
 - a. All labor charges will be for a two-hour minimum.
 - b. All District staff will receive overtime pay as governed by the District's policies and procedures.
 - c. Meals and breaks for District staff will be governed by District policies and procedures.
 - d. With the approval of the LHS Athletic Facilities Coordinator, a contact person for the rental group may be approved to act in a supervisory capacity for the group.
4. Events hosted by an institution that is a member of the WIAA will have a ticket charge. Ticket proceeds will follow the ticket schedule. Exceptions will be made by the LHS Athletics Facilities Coordinator.

5. All facility time, labor, and equipment required for the event must be identified on the application for use agreement by the lessee. Meeting last-minute requests for additional time and labor may not be possible, nor will the District guarantee that additional equipment will be available. Extra charges may be assessed for custodial and/or field maintenance overtime, school district-owned equipment, and general crowd supervision as determined by the District.
6. The LHS Athletic Facilities Coordinator has authority over the RASC, its concession stand, press boxes, training rooms, batting cages, fields, and pavilion when required for a scheduled event.
7. All staging/set-up must obtain prior approval by the LHS Athletic Facilities Coordinator. Any setup deemed unsafe by the LHS Athletic Facilities Coordinator shall be modified to the satisfaction of the District as determined by the LHS Athletic Facilities Coordinator. The cost of any such modification shall be borne by the user organization.
8. Any equipment required for a scheduled event other than equipment listed in the RASC inventory must first be requested in writing on a timely basis. In the event any rented equipment or any equipment on the RASC inventory should become unavailable, the LHS Athletic Facilities Coordinator will inform the user organization on a timely basis.
9. Any tables or displays placed in the pavilion shall be approved by the LHS Athletic Facilities Coordinator prior to set-up.
10. The user organization shall not post signs or affix banners to the building without the prior consent of the LHS Athletic Facilities Coordinator. No items may be attached or mounted to the physical structure without prior approval.
11. Third-party sponsors will not be allowed to distribute materials, place objects bearing the sponsor's name, or highlight their product or service without prior approval of the LHS Athletic Facilities Coordinator. If this is contemplated, sample materials are to be submitted in advance to the LHS Athletic Facilities Coordinator.
12. Parking for trucks or vans at the RASC loading zone area (noted on the Southwest pathway) is limited to one vehicle at a time and must be coordinated prior to the event. No vehicle may stay in the loading zone unattended. Once the vehicle is unloaded, it must move to the designated parking lot.
13. While it is the group's sole responsibility to establish safe sound levels, the final sound output may be monitored by the LHS Athletic Facilities Coordinator who shall have the authority to change the levels.
14. Any broadcasts, telecasts, recordings, etc., require the prior consent of the LHS Athletic Facilities Coordinator.
15. The user organization is responsible for all licensing rights for the performance and novelty sales.
16. WRPS will provide a clean area for the event. It shall be the responsibility of the user organization to maintain and restore the area to such condition, including concession stands, restrooms, bleachers, dugouts, and fields. Additional WRPS custodial and field maintenance costs associated with maintaining and restoring the area will be billed to the group.
17. It is the responsibility of the user organization to remove all equipment immediately following the said rental. Any items to be returned will be sent C.O.D.
18. Report any problems, including any loss or injury, in the RASC immediately to the LHS Athletic Facilities Coordinator or designee.
19. Only the school district may pay its employees for services rendered. The office of the LHS Athletic Facilities Coordinator will, in turn, bill the user organization for all salaries and fringe benefit payments. At no time shall any salary be paid directly to the employee. The school district, or its representatives, will stipulate the number of school district employees to be on duty for each activity.

20. The user organization will determine when gates will open.
21. The user organization will provide umpires or referees and balls for individual games.
22. WRPS reserves the right to hire security for an event. All charges for security will be billed to the user organization.
23. Upon written request from the LHS Athletic Facilities Coordinator, the user organization will provide eight complimentary tickets to WRPS.

D. Policies Regarding Concession Stand

1. WRPS will provide all food and beverages for the event. Any additional food and/or beverages must be approved by the LHS Athletic Facilities Coordinator. Only the school-designated beverage vendor for non-alcoholic drinks is to be used.
2. All sales will occur in the district-provided point of sale (POS) system.
 - a. Cash sales will be accepted. \$500 starting cash will be provided by the District in the cash registers. \$500 shall be kept in the register at the conclusion of the event. The rental organization will deposit cash into their account.
 - b. Credit Card payments will be processed by the school district. The user will pay the credit card fee associated with its use.
3. An inventory of products before the event will be conducted by the LHS Athletics Facilities Coordinator. The rental group will conduct an inventory after the event which will be verified by the LHS Athletic Facilities Coordinator.
4. A percentage of the profits will be paid to WRPS according to the fee schedule.
5. The rental group will receive an invoice for the product used and the concession rental fee within 30 days of the event. If the rental group is due an additional monetary amount, a check will be issued.
6. The LHS Athletic Facilities Coordinator will demonstrate approved use of all equipment in the concession stand. Appropriate use of all equipment and following all safety procedures are expected. Any damage to the equipment must be reported and costs will be invoiced to the rental organization, if appropriate.

E. General RASC Policies

1. No metal spikes
2. Beware of fly balls, foul balls, errant throws & loose bats
3. No dogs or other pets allowed on the RASC grounds
4. All children are to be directly supervised
5. RASC is a peanut-free facility
6. No carry-in food or beverages
7. No sunflower seeds on the playing fields or in the dugouts
8. No gum on the playing field or in the dugouts
9. No overnight parking or camping
10. WRPS has zero-tolerance for any physical or verbal confrontations by players, coaches, spectators, or anyone else – individuals involved in these situations will be asked to leave the premises.
11. Proper language is expected out of parents, coaches, players, spectators, and umpires
12. Only coaches, players, umpires, and authorized personnel are allowed on the playing fields
13. Obey all rules of the facility
14. Help keep the Rapids Area Sports Complex clean and enjoyable for everyone

F. Agreement

The applicant agrees to abide by the rules and regulations and policies formulated by the Wisconsin Rapids Public School District regarding the use of its facility, agrees to pay expenses incurred and billed by the District, agrees to be responsible for careful and prudent use of the district facility and to be responsible for any damages which occur. Further, the applicant as lessee, shall indemnify and save harmless the School District of Wisconsin Rapids (lessor) from and against any and all loss, cost, (including attorney's fees) damages, expenses, and liability (including statutory and liability under worker's compensation laws) in the connection with claims for the damages as a result of injury or death of any person or property damage to any property sustained by the lessee, its employees and all other persons, which arise from or in any manner growing out of an act or neglect on or resulting from the use of lessor's facilities and equipment by the lessee, lessee's agents' employees, and invitees, or any other person during the rental agreement. The Board of Education reserves the right to compel a showing of financial responsibility or a policy of liability insurance for any given amount as it deems is advisable as a condition precedent to the leasing of the facility.

A Certificate of Insurance showing WRPS named as additionally insured with a minimum per occurrence General Liability coverage limit of \$1,000,000, and \$100,000 Property Damage coverage. A certificate of Insurance showing Auto and Workers Compensation coverage and limits acceptable to the School District of Wisconsin Rapids may be required as a condition of this lease agreement. The cost of this coverage is to be paid by the lessee.

In the event of any fault or neglect by WRPS or its failure to satisfy any obligations under the Use Agreement, the liability of WRPS shall be exclusively limited to the refund of any amounts paid by the user organization or due under the agreement.

Authorization for use of the RASC shall not be considered as an endorsement of or approval of the activity, group, or organization nor the purpose they represent. Promotional materials developed to advertise events and/or activities shall contain a disclaimer that clearly indicates that the event and/or activity is neither endorsed nor promoted by the Wisconsin Rapids School District. Sample promotional materials shall be provided by the lessee upon request.

The School District of Wisconsin Rapids offers equal employment opportunities and prohibits discrimination based on an employee's or applicant's age, race, color, creed, religion, genetic information, handicap or disability, marital or parental status, gender, sexual orientation, transgender status, gender identity, national origin, ancestry, citizenship, arrest record, conviction record, pregnancy, veteran status, military service, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or nonuse of lawful products off District premises during non-working hours and away from District-sponsored activities, or another protected group status, as required by State or Federal law.

FEE SCHEDULE ON THE NEXT PAGE

FEEES FOR RAPIDS AREA SPORTS COMPLEX				
UTILIZATION	CATEGORY A In-District Non-Profit Contributors*	CATEGORY B In-District Non-Profit	CATEGORY C In-District For- Profit <i>or</i> Out-Of-District Non-Profit	CATEGORY D Out-Of-District For Profit
Field Rental (Per Field/Per Hour)	\$150 - All Day \$ 75 - 4 Hours \$ 25 - Per Hour	\$350 - All Day \$175 - 4 Hours \$ 55 - Per Hour	\$700 - All Day \$350 - 4 Hours \$125 - Per Hour	\$1,000 - All Day \$ 500 - 4 Hours \$ 150 - Per Hour
Bleacher Inspection Fee	\$120.00	\$120.00	\$120.00	\$120.00
Concession Stand (percent of profit)	40%	40%	45%	45%
LABOR CHARGES				
Regular Labor	\$ 20.00 per hour	\$ 20.00 per hour	\$ 20.00 per hour	\$ 20.00 per hour
Regular Supervisor	\$ 40.00 per hour	\$ 40.00 per hour	\$ 40.00 per hour	\$ 40.00 per hour
Emergency Supervisor**	\$ 46.00 per hour	\$ 46.00 per hour	\$ 46.00 per hour	\$ 46.00 per hour
Custodial & Field Maintenance Charge	An estimate will be provided	An estimate will be provided	An estimate will be provided	An estimate will be provided

* In-District Non-Profit Contributors that contributed a minimum of \$10,000 toward the Rapids Area Sports Complex

** Events which are scheduled less than two weeks in advance are subject to a \$46.00 per hour “Emergency Supervisor” charge in addition to all other fees associated with the event, at the discretion of the LHS Athletic Facilities Coordinator.

In addition to the Stadium/Track field rental expense, equipment rental will be billed as follows:

\$250.00 – Track Equipment (*e.g., hurdles, high jump equipment, and pole vaulting equipment*)

\$ 50.00 – Football Equipment (*e.g., down markers, goal post padding, yardage markers, and end zone pylons*)

—————> Soccer Equipment (*equipment needs to be determined and costs negotiated at time of rental*)

—————> Baseball Equipment (*equipment needs to be determined and costs negotiated at time of rental*)

Areas of the facility outside of the Rapids Area Sports Complex that are utilized will be charged in accordance with the rental fees listed in Board Policy 830 and 830.1.

Fees will be reviewed annually by the administration and appropriate recommendations for adjustment forwarded to the Board of Education.

CROSS REF.: 443.8 – Possession or Use of Weapons – Students
522.9 – Possession or Use of Weapons – Staff/Employees
830 – Use of School Facilities
830.1 – Facility Use Policy for the Performing Arts Center (PAC)
832 – Possession or Use of Weapons – Visitors and Volunteers

Approved: TBD

830 USE OF SCHOOL FACILITIES

Community Relations

The Board of Education recognizes that school facilities belong to the residents of the Wisconsin Rapids School District. Therefore, the Board encourages the use of school facilities by local (school district) non-profit and patriotic organizations for intellectual, social, and civic purposes within legal limitations.

Requests for use of facilities may originate with groups including, but not limited to non-profit or civic organizations, school district residents, or businesses located within the school district. Political, partisan, or religious meetings and activities may be permitted only upon specific approval of the Board of Education or designee.

School facilities shall not be used for non-school organizations at any time that will interfere with the curricular or co-curricular program of the school. The right to authorize the use of school facilities shall be retained by the Board and/or Superintendent through their designated coordinator.

Authorization for use of school facilities shall not be considered as an endorsement of or approval of the activity group or organization nor the purpose they represent. Promotional materials developed to advertise events and/or activities shall contain a disclaimer that clearly indicates that the event and/or activity is neither endorsed or promoted by the Wisconsin Rapids School District. Sample promotional materials shall be provided by the lessee upon request.

All applications for use of school buildings and facilities by organizations and individuals outside of school must be made in writing or on-line (www.wrps.org) to the Superintendent of Schools or designee. The application must state the time, give the purpose of the use and describe the activity.

The applicant shall assume responsibility for, and compensate for, any damages done to the building, equipment, or property during the period of usage; Lessee shall indemnify and save harmless the School District of Wisconsin Rapids (lessor) from and against any and all loss, cost (including attorney's fees), damages, expenses and liability (including statutory and liability under workmen's compensation laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by lessee, its employees, and all other persons, which arise from or in any manner grow out of an act of neglect on or resulting from the use of lessor's facilities and equipment by lessee, lessee's agents, employees, and invitees, or any other person during the rental agreement. The Board of Education reserves the right to compel a showing of financial responsibility or a policy of liability insurance for any given amount as it deems is advisable as a condition precedent to the leasing of the facility. A Certificate of Insurance in the amount of \$1,000,000 general liability coverage, and \$100,000 property damage coverage, naming the School District of Wisconsin Rapids as additional insured may be required from the lessee. The cost of the insurance is to be paid by the lessee.

The State of Wisconsin and consequently the Board of Regents of the University of Wisconsin Systems as an agency of the State is self-funded for liability (both public and property) under State Statutes §16.865, §20.865, §895.46(1), §893.82, and §895.46. Such protection as is afforded is applicable to officers, employees, and agents while acting within the scope of their employment. Since this is a statutory indemnification, there is no liability policy as such that can extend protection to any others.

A minimum charge shall be made for all non-school use of school facilities and equipment to cover actual cost of operation. Operating expenses shall include heat, light, and loss or damage of school property and equipment. Charges including, but not limited to, lifeguard, custodial, maintenance, food service, and technology personnel will be billed at the completion of the event. Estimates are available upon request.

The lessee may be required to deposit a check to cover the estimated operating expenses. Operating expenses in excess of said deposit will be determined and shall be paid by the group or persons using the facility.

Applicant must provide sufficient supervisors, chaperones, or crowd control personnel to satisfy the administration that the event will be controlled.

The Board of Education, Superintendent, or any representative thereof, shall have the right to enter and inspect the facility at any time in which the building is being used and require compliance with the regulations and to impose any rule that may be necessary for the safety of such building and occupants therein. Applicant shall comply immediately with such request.

Pianos or other school furniture and/or equipment shall not be moved from other rooms and buildings to the place of the event without the consent of the Superintendent or designee.

The Board of Education reserves the right to utilize a space in fieldhouse areas to store chairs, chair trucks, band/choral risers, gym equipment, gym mats, and wrestling mats or other equipment.

During school days, the stage and/or gym areas shall be free from apparatus and materials used by persons renting the same and regular school apparatus left in its proper place during school hours.

Pre-approval for sale and/or consumption of food and beverages on the premises is necessary, and will only be allowed in designated areas. District clubs and/or organizations shall have first opportunity or right of refusal in providing concessions. The District reserves the right to determine the need for food service personnel for any event.

Parking for vehicles in loading/unloading areas is limited and must be coordinated prior to the event. No vehicle may stay in the loading/unloading area unattended. ALL vehicles must use designated parking areas.

If the user wishes to charge for use of WRPS parking lots, permission must be obtained in advance. Fifty percent of the parking revenue will be paid to the WRPS.

State law prohibits the use of tobacco products and alcoholic beverages in school facilities or on school grounds. Special officers may be provided by the Board and shall be paid for by the organization or person using the facility to see that this rule is strictly enforced. No individual shall possess or use a dangerous weapon in school buildings, on school premises, in a District-owned vehicle or at any school-sponsored function or event. A dangerous weapon is defined as a firearm (loaded or unloaded), knife, razor, martial arts device, explosive device, metal knuckle, or any other object, which is used or intended to be used to inflict bodily harm.

Any events scheduled during a period in which the building is unoccupied, will require the presence of a custodian whose wages and benefits will be paid by the applicant. Exception to this requirement may be granted at the discretion of the Superintendent or designee.

FEES

GROUP A	IN-DISTRICT NON-PROFIT ORGANIZATIONS
<p>The use of school district facilities by non-profit organizations located within the school district may be made available free of rent. Operational costs to the District for such use will be borne by the lessee.</p>	
<p>The following are examples of non-profit organizations. Requests by others will be evaluated on an individual basis.</p> <ul style="list-style-type: none"> - Civic Organizations - Youth Clubs - Adult Recreational Clubs - Wood County Governmental Organizations - Area City/Town Non-Profit Organizations - WRPS Booster Clubs <p>Rental fee, if any, for general facility usage will be as per the attached "GROUP A" listed on FEE SCHEDULE #1.</p> <p>Educational programs put on by local schools (public & private) shall have consideration for the rental fee to be waived. Local schools are considered to be those within the boundaries of the Wisconsin Rapids Public Schools system. Operational costs will be borne by the lessee (i.e., bleacher inspection fees, orchestra pit cover/acoustic shell removal or installation, custodial expense, etc.)</p>	
<p>COLLEGE COURSES</p> <p>Rental fees will be waived for universities/colleges conducting classes if 50% or more of the enrollment is staff members or residents of the School District of Wisconsin Rapids.</p>	
<p>WIAA EVENTS</p> <p>When WRPS hosts regional, sectional, or state WIAA meets at WRPS facilities, rental fees will be waived; however, operational costs will be borne by the organization using the facility.</p> <p>Other districts using WRPS facilities for any WIAA games or meets will be charged the "GROUP B" rate on FEE SCHEDULE #1 as well as all operational costs associated with the event. Assumption High School will be charged operational expense only.</p> <p><i><u>*Note that fees and regulations associated with the use of the Rapids Area Sports Complex (quadplex) are found in Policy 830.2 – Facility Use Policy for the Rapids Area Sports Complex.</u></i></p>	

GROUP B	IN-DISTRICT FOR PROFIT OR OUT-OF-DISTRICT NON-PROFIT ORGANIZATIONS
<p>The following are examples of business/private groups/individuals:</p> <p>- Athletic Camps/Clinics - Athletic Alumni Clubs - Central Wisconsin Home Builders Assn.</p> <p>Rental fees plus operational costs will be charged to these groups as per the attached “GROUP B” as listed on FEE SCHEDULE #1.</p>	

RELIGIOUS ORGANIZATIONS

The use of school facilities by religious organizations shall be governed by SS.120.13 (17) and the general provisions of the policy. School facilities may be made available on a rental basis with the non-profit rental fees assessed as per the attached schedules. Other non-budgeted costs to the District must be borne by the lessee. Use may be granted for programs of general interest during non-school hours for the single date or specified period of time. Extended dates/use must have the approval of the Board of Education or designee.

GROUP C	OUT-OF-DISTRICT FOR PROFIT ORGANIZATIONS
<p>Rental fees plus operational costs will be charged to these groups as per the attached “GROUP C” as listed on FEE SCHEDULE #1.</p>	

The Board of Education, Superintendent, or designee shall have the right to use their discretion to determine rates in small group incidental usage or in unique situations.

FEE SCHEDULE # 1 Effective September 7, 2021

FACILITY	GROUP A <i>IN-DISTRICT NON-PROFIT</i>	GROUP B <i>IN-DISTRICT FOR PROFIT OR OUT-OF- DISTRICT NON- PROFIT</i>	GROUP C <i>OUT-OF-DISTRICT FOR PROFIT</i>
	<i>All Day</i>	<i>All Day</i>	<i>All Day</i>
EAST	Fieldhouse \$250.00 Cafeteria \$ 75.00 Kitchen \$ 50.00 Other Rooms \$ 75.00 per room	\$500.00 \$100.00 \$ 50.00 \$100.00 per room	\$750.00 \$125.00 \$ 50.00 \$125.00 per room
LINCOLN	Fieldhouse \$350.00 Cafeteria \$150.00 Kitchen \$ 75.00 Other Rooms \$ 75.00 per room Bleacher Inspection Fee \$120.00 Football Stadium/Track \$350.00 Pool \$100.00	\$700.00 \$200.00 \$100.00 \$100.00 per room \$120.00 \$700.00 \$200.00	\$1000.00 \$ 250.00 \$ 125.00 \$ 125.00 per rm \$ 120.00 \$1000.00 \$ 300.00
MIDDLE SCHOOL	Auditorium \$250.00 Rehearsal \$ 75.00 Gym \$200.00 Cafeteria \$ 75.00 Kitchen \$ 75.00 Other Rooms \$ 75.00 per room	\$450.00 \$100.00 \$400.00 \$100.00 \$100.00 \$100.00 per room	\$600.00 \$125.00 \$600.00 \$125.00 \$125.00 \$125.00 per room
GRADE SCHOOLS	Gym \$ 75.00 Cafeteria \$ 75.00 Other Rooms \$ 75.00 each	\$100.00 \$100.00 \$100.00 per room	\$125.00 \$125.00 \$125.00 per room
OTHER EQUIPMENT	AV Equipment \$ 30.00 per piece Gym Equipment \$ 30.00 per piece Risers \$ 15.00 per piece Spotlight \$ 35.00 per day Delivery Cost \$ 50.00 round trip	\$ 30.00 per piece \$ 30.00 per piece \$ 15.00 per piece \$ 35.00 per day \$ 50.00 round trip	\$ 30.00 per piece \$ 30.00 per piece \$ 15.00 per piece \$ 35.00 per day \$ 50.00 round trip

Fees will be reviewed annually by the administration and appropriate recommendations for adjustment forwarded to the Board of Education.

In addition to the pool rental expense, operational expenses, including the hiring of lifeguards and custodial fees will be billed to the lessee.

In addition to the room rental expense, operational expenses, including custodial fees, will be billed to the lessee.

In addition to the room rental expense, operational expenses (including custodial fees) and food service fees (including food service staffing fees) will be billed to the lessee.

~~In addition to the Stadium/Track rental expense, equipment rental will be billed as follows:~~

~~-\$250.00 Track Equipment (hurdles, high jump equipment, and pole vaulting equipment)~~

~~-\$ 50.00 Football Equipment (down markers, goal post padding, yardage markers, and end zone pylons)~~

Rules Governing Use of School Facilities

1. All applications for use of school buildings and facilities by organizations and individuals outside the school must be made in writing or on-line to the Superintendent of Schools or designee. The application must state the time, give the purpose of the use and describe the activity.
2. The name of a supervisor must be provided to the principal of the school.
3. Activity is to be confined to the area reserved. If participants in a group are found to be in areas of the building not reserved, they will be asked to leave. If a group continues to have participants wandering into areas not reserved, use of facility privileges may be revoked. All groups must vacate by 11:00 p.m. unless otherwise approved by the Superintendent or designee.
4. The group supervisor must be with the group on entry to the facility. The supervisor must be on duty with his/her group at all times.
5. All groups must furnish their own equipment. If District equipment is requested and available, there may be an applicable charge (see fee schedule).
6. All equipment and clothing must be picked up following the building usage. Schools are not responsible for lost items.
7. The group or organization using the facility is responsible for supervision of participants and spectators at all times.
8. Notice must be provided to the WRPS Buildings & Grounds office to cancel an event or contract.
9. Facilities will not be open on holidays. Facilities will not be available if school is cancelled due to inclement weather, or for other cases of emergency or unusual circumstances. Certain facilities may not be available during periods of time when school is not in session for reasons such as planned facility maintenance. These periods of time will be determined by the Superintendent or designee.

Rules For Use of Food Service Areas

The District will determine whether a qualified employee of the food service department must be present in the kitchen, cafeteria, or area where food is being served of the school being used at the time of the function. Any labor or other costs associated with the use of this area will be paid by the lessee.

The organization will be billed for all operational expenses incurred, and payment will be made to the District. No direct payment can be made to WRPS employees for services rendered.

Rules For Use of Shop Facilities

A qualified instructor of the School District must be present in shops being used at the time of the function. Any labor or other costs associated with the use of this area will be paid by the lessee.

The organization will be billed for all operational expenses incurred, and payment will be made to the District. No direct payment can be made to WRPS employees for services rendered.

Rules For Use of School Equipment

School equipment may be loaned out on a limited basis to outside parties within the school district for education purposes at the discretion of the building principal. It shall not cause interruption to the school program. Certain equipment may require a fee as listed in the fee schedules.

The responsible party shall thoroughly understand the operation of the equipment and shall be liable for any damage, which may occur during the loan of the equipment.

CROSS REF.: **443.8 – Possession or Use of Weapons – Students**
 522.9 – Possession or Use of Weapons – Staff/Employees
 830.1 – Facility Use Policy for the Performing Arts Center (PAC)
 830.2 – Facility Use Policy for the Rapids Area Sports Complex (RASC)
 832 – Possession or Use of Weapons – Visitors and Volunteers

Policy Adopted:
November, 1974

Policy Revised:		
February, 1981	February, 2000	October 12, 2009
September, 1985	May, 2001	March 12, 2012
March, 1991	January, 2002	October 14, 2019
December, 1995	June 17, 2002	October 11, 2021
November, 1997	July 14, 2003	

830.1 FACILITY USE POLICY FOR THE PERFORMING ARTS CENTER (PAC)

The Board of Education recognizes that school facilities belong to the residents of the Wisconsin Rapids School District. Therefore, the Board encourages the use of school facilities by local (school district) non-profit and patriotic organizations for intellectual, social and civic purposes within legal limitations.

Requests for use of facilities may originate with groups including, but not limited to non-profit or civic organizations, school district residents or businesses located within the school district. Political, partisan or religious meetings and activities may be permitted only upon specific approval of the Board of Education or designee.

A. Procedures and Timelines for Users

1. If the request is at least 180 days prior to the date required, the Wisconsin Rapids Public School (WRPS) District will hold a date for 30 days from the date of initial inquiry, after which the date will be released unless a completed application has been received by WRPS. Request for dates with shorter advance notice will be required to provide completed applications. Events which are scheduled less than two weeks in advance may be charged \$46.00 per hour at the discretion of the PAC Director in order to cover costs to hire a supervisor for the event.

No advertising may be placed until an application for a use agreement, certificate of insurance, and deposit have been received and accepted by the District.

2. The PAC Secretary will review applications.
 - a. The Superintendent or designee reserves the right to deny or cancel use of PAC facilities, even though the proposed use is in accordance with Board policies, if granting or continuing such permission would result in community dissatisfaction and criticism or would result in disruption or interference with the instructional program of the schools.
 - b. If approved, the user organization will receive a short-term use agreement with the estimated rental charges, and a bill for a deposit.
 - c. If the application is denied, the deposit will be returned and a written explanation will be provided to the applicant.
 - d. Appeal of a denied application may be made in writing to the Superintendent within 30 days of the receipt of the denial.
3. The user organization must submit a deposit and a Certificate of Insurance with WRPS named as additionally insured, in a form with coverage limits consistent with Section E of this Facility Use Policy and the WRPS community relations policy.

The facility rental fee must accompany the building use contract, if required, within 30 days of the contract approval or prior to the scheduled use, whichever is earliest. This deposit will serve to hold the reservation and will be applied to the balance due on the final invoice. The entire fee may be required with the contract at the discretion of the District.

4. If the applicant cancels the event, WRPS reserves the right to retain the deposit. If the facility use is cancelled due to inclement weather, public emergencies, or acts of God, the deposit will be applied to the new date, if the event is re-scheduled for a date within twelve (12) months of the original date. If the event is not re-scheduled, the District reserves the right to retain the deposit.
5. It is the responsibility of the user organization to:
 - a. Pay any state and county tax on sales.
 - b. Report all income to the Internal Revenue Service.
6. All permits are subject to immediate cancellation if it is discovered that information given on an application is misrepresented. If the use of the facility is discovered to be contrary to any policies, rules, and regulations of the Board, the permit is subject to immediate cancellation. Upon notice by the PAC Director or any duly authorized agent of the Board, such activity is to cease. The Board and its agents are to be held harmless of any expenses or losses incurred by the sponsoring organization due to such cessation.

B. District Policies Regarding Rental of the PAC

1. By accepting a short term use agreement, the user organization accepts responsibility for the school building and assigned property while the permit is in effect as indicated in Section E of this agreement and to observe all applicable federal, state, and local laws and regulations, and all appropriate rules of the Wisconsin Rapids Public Schools Board of Education.
2. Prior to its use, the PAC Director must approve all activities and equipment being used in the PAC.
3. In the event of inclement weather, it is the responsibility of the user organization to determine their use of the space. Rental charges will be billed if required to cover costs of equipment, labor, etc. WRPS shall not be liable for any loss of income due to inclement weather, public emergencies, acts of God, or from any other reason whatsoever.
4. If the user wishes to charge for use of WRPS parking lots, permission must be obtained in advance. Fifty percent of the parking revenue will be paid to the WRPS.
5. Alcoholic beverages and nicotine products such as cigarettes, smokeless tobacco or electronic cigarettes or other electronic nicotine delivery system products are prohibited on WRPS premises. (Wis. Stats. 120.12(20); 125.09(2)). Food and non-alcoholic refreshments will be permitted in designated areas. No individual shall possess or use a weapon in school buildings, on school premises, in a District-owned vehicle or at any school-sponsored function or event. The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms (including, but not limited to, firearms as defined in the Federal and State Gun Free School Zone Acts (18 U.S.C. 921(a)(3) and Wis. Stat. 948.605) guns of any type whatsoever, including air and gas-powered guns (whether loaded or unloaded), knives, razors with unguarded blades, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and "dangerous weapons" as defined in Wis. Stats. 939.22 (10) and 948.61, or facsimiles thereof. The only exception will be theatrical props used in appropriate settings and in accordance with District guidelines.

6. Each group using the school facility shall provide competent adult supervision adequate to insure proper and careful use of the facility involved. School District officials reserve the right to judge the apparent adequacy of such supervision and failure to provide such supervision will be grounds for immediate revocation of the permit and refusal of future permits to the group. Each group maintains exclusive responsibility for managing its employees, its agents, invitees or any other person during the rental agreement. This responsibility cannot be transferred to WRPS.
7. Organizations or individuals may not use the PAC without having a custodian on duty. A two hour minimal charge for custodial overtime services will apply. At the conclusion of the event, final actual costs of custodial services will be calculated and invoiced for all building users. Any overtime or additional costs incurred by the District, as a result of the agreement, will be billed to the user. A reasonable estimate of anticipated additional costs will be provided by the PAC Secretary at the time of the reservation.

C. Policies Regarding Use of the PAC

1. The facility is owned and operated by the Wisconsin Rapids Public School District, and will be made available to public, private, and non-profit organizations on an equal, non-discriminatory basis. The facility shall not be used for any non-school purpose at any time, if such use will interfere with the curricular or co-curricular program of the school. The upcoming general school calendar is set by March 15 of the preceding school year. The first priority for scheduling the following school year, September through August, is given to school district affiliated groups. Recognizing the need of non-school district affiliated groups to schedule performances prior to March 15 of each year, the second priority for scheduling the following school year is given to those groups as defined in C.2. Preference among those groups is given to groups with historical and recurrent WRPS facility based programming and who remain in good standing. Groups contracting for the Performing Arts Center prior to March 15 may do so with the understanding that in the event the Performing Arts Center would be subsequently booked for school district activities, the Wisconsin Rapids Area Middle School Auditorium would be made available as an alternate.

For long-lead event planning, efforts will be made by the District to maintain availability of the Performing Arts Center for the requesting group.

2. After March 15, the priority for scheduling is given to those groups with historical and recurrent WRPS facility based programming. Other groups may be scheduled on approval of the Board of Education. Priority will be given to groups as long as they remain in good standing.
3. Exceptions to the above use policy will be determined by the Board. Such determination may be delegated to the Superintendent of Schools.
4. A WRPS technician or WRPS approved technician must be present whenever the facility is being used by the user organization. Approval must be obtained from the PAC Director in advance with sufficient notice. Any costs associated with this provision will be billed to the user organization.
 - a. The Technician's call will begin a minimum of one hour before the contracted set-up time.
 - b. All labor charges will be for a two-hour minimum.

- c. All District staff will receive overtime pay as governed by the District's policies and procedures.
 - d. Meals and breaks for District staff will be governed by District policies and procedures.
5. All facility time, labor, and equipment required for the event must be identified on the application for use agreement by the lessee. Meeting last minute requests for additional time and labor may not be possible, nor will the District guarantee that additional equipment will be available. Please ensure the availability of lighting, sound and materials prior to your event. Extra charges may be assessed for custodial overtime, audio-lighting personnel, school district owned equipment, and general crowd supervision as determined by the District.
 6. The PAC Director has authority over the PAC, its control rooms, box office, dressing rooms, the music rooms, studio rooms, hallways and cafeteria refreshment area when required for performances or rehearsals for a scheduled event.
 7. All staging, electric and sound plots must have prior approval by the Director. Any setup deemed unsafe by the PAC Director shall be modified to the satisfaction of the District as determined by the PAC Director. The cost of any such modification shall be borne by the user organization.
 8. Any equipment required for a scheduled event other than equipment listed in the PAC inventory must first be requested in writing on a timely basis. In the event any rented equipment or any equipment on the PAC inventory should become unavailable, the PAC Director will inform the user organization on a timely basis.
 9. The user organization shall follow all fire code regulations regarding public performance, including the use of flame resistant materials for scenic or design purposes.
 10. The PAC lobby and all hallways shall be free of any obstructions and must conform to fire code regulations. Any tables or displays placed in the lobbies shall be approved by the PAC Director prior to set-up.
 11. Any use of open flame, pyrotechnics, smoke or chemical fog are prohibited unless prior approval of the PAC Director is obtained. If any aforementioned materials are used without prior approval, the PAC staff shall have the right to discontinue the performance until the items are removed from the stage and stored in a safe and prudent manner.
 12. The user organization shall not post signs or affix banners to the building without the prior consent of the PAC Director. No items may be attached or mounted to the physical structure without prior approval. Scenery, which must be affixed to the stage floor, must be affixed with approved fasteners, and be restored to the satisfaction of the PAC Director.
 13. Third party sponsors will not be allowed to distribute materials, place objects bearing sponsor's name or highlight their product or service without prior approval of the PAC Director. If contemplated, please submit sample materials in advance to the PAC Director.
 14. Parking for trucks or vans at the PAC loading zone is limited to one vehicle at a time and must be coordinated prior to the event. No vehicle may stay in the loading zone unattended. Once the vehicle is unloaded, it must move to the designated parking lot.

15. While it is the group's sole responsibility to establish safe sound levels, the final sound output of any recorded or live performance may be monitored by the PAC Director who shall have the authority to change the levels, if required, during a performance.
16. Any broadcasts, telecasts, recordings, etc., require prior consent of the PAC Director.
17. The user organization is responsible for all licensing rights for the performance and novelty sales.
18. WRPS will provide a clean and unobstructed area for the event. It shall be the responsibility of the user organization to maintain and restore the area to such condition. Additional WRPS custodial or technician costs associated with maintaining and restoring the area will be billed to the group.
 - a. Any lighting, masking, or sound plot that has been used for an event must be removed and the house plot must be restored back to the house plot at the cost of the user organization.
 - b. If the orchestra pit cover or acoustic shell is used for an event, the cost of removal and installation will be billed to the user organization.
19. It is the responsibility of the user organization to remove all equipment immediately following the said rental, clean the dressing rooms and check the hall to secure all property belonging to the user. Any items to be returned will be sent C.O.D.
20. No painting is allowed on fixed surfaces without prior approval of the PAC Director.
21. No removal, relocation, or alteration of the stage curtains is allowed. Requests regarding the curtains must be made in advance to the PAC Director.
22. Only local calls are permitted from PAC phones.
23. No one is allowed to operate any PAC equipment or systems, unless accompanied by a WRPS certified technician.
24. No one is allowed on the catwalks, balcony areas, and rigging stairs without being accompanied by a WRPS certified technician.
25. Report any problems, including any loss or injury, in the PAC immediately to the PAC Director or designee.
26. Only the school district may pay its employees for services rendered. The office of the PAC will, in turn, bill the user organization for all salaries and fringe benefit payments. At no time shall any salary be paid directly to the employee. The school district, or its representatives, will stipulate the number of school district employees to be on duty for each activity.

D. Policies Regarding Front of House

1. During all public performances a WRPS House Manager as designated by the PAC Director, must be present a minimum of one hour prior to curtain time and must remain until all audience members have vacated the PAC. Any costs will be billed to the user organization. The user organization is responsible to have a representative at the front of the House fifteen minutes prior

to the arrival of cast, crew, and any public. At the conclusion of the performance, the user organization is responsible for any cast, crew, and public departures and must remain on the premises until all have vacated.

2. The user organization will determine when lobby doors and House doors will open.
3. Ushers are the responsibility of the user organization.
4. WRPS reserves the right to hire security for an event. All charges for security will be billed to the user organization.
5. The posted PAC seating capacity (833) may not be exceeded in any circumstance. (Fire Code)
6. Upon written request from the PAC Director, the user organization will provide four complimentary tickets per performance to WRPS.

E. Agreement

The applicant agrees to abide by the rules and regulations and policies formulated by the Wisconsin Rapids Public School District regarding the use of its facility, agrees to pay expenses incurred and billed by the District, agrees to be responsible for careful and prudent use of the district facility, and to be responsible for any damages which occur. Further, the applicant as lessee, shall indemnify and save harmless the School District of Wisconsin Rapids (lessor) from and against any and all loss, cost, (including attorney's fees) damages, expenses and liability (including statutory and liability under worker's compensation laws) in the connection with claims for the damages as a result of injury or death of any person or property damage to any property sustained by lessee, its employees and all other persons, which arise from or in any manner grow out of an act or neglect on or resulting from the use of lessor's facilities and equipment by lessee, lessee's agents employees, and invitees, or any other person during the rental agreement. The Board of Education reserves the right to compel a showing of a financial responsibility or a policy of liability insurance for any given amount as it deems is advisable as a condition precedent to the leasing of the facility.

A Certificate of Insurance showing WRPS named as additionally insured with a minimum per occurrence General Liability coverage limit of \$1,000,000, and \$100,000 Property Damage coverage as well as a Fire Damage limit of \$300,000 is required. A certificate of Insurance showing Auto and Worker's Compensation coverage and limits acceptable to the School District of Wisconsin Rapids may be required as a condition of this lease agreement. The cost of this coverage is to be paid by the lessee.

In the event any fault or neglect by WRPS or its failure to satisfy any obligations under the Use Agreement, the liability of WRPS shall be exclusively limited to the refund of any amounts paid by the user organization or due under the agreement.

Authorization for use of the PAC shall not be considered as an endorsement of or approval of the activity, group or organization nor the purpose they represent. Promotional materials developed to advertise events and/or activities shall contain a disclaimer that clearly indicates that the event and/or activity is neither endorsed or promoted by the Wisconsin Rapids School District. Sample promotional materials shall be provided by the lessee upon request.

The School District of Wisconsin Rapids offers equal employment opportunities and prohibits discrimination based on an employee's or applicant's age, race, color, creed, religion, genetic information, handicap or disability, marital or parental status, gender, sexual orientation, transgender status, gender identity, national origin, ancestry, citizenship, arrest record, conviction record, pregnancy, veteran status, military service, membership in the national guard, state defense force or any other reserve component of the military forces of the United States or Wisconsin, use or nonuse of lawful products off District premises during non-working hours and away from District-sponsored activities, or other protected group status, as required by State or Federal law.

FEE SCHEDULE NEXT PAGE

FEE SCHEDULE # 2 Effective January 1, 2018

FEES FOR PERFORMING ARTS CENTER – LHS			
UTILIZATION:	GROUP A IN-DISTRICT NON-PROFIT	GROUP B IN-DISTRICT FOR-PROFIT OR OUT-OF-DISTRICT NON-PROFIT	GROUP C OUT-OF-DISTRICT FOR PROFIT
	8 hours ²	8 hours ²	8 hours ²
Auditorium★ NON-Ticket Sales	\$250.00	\$500.00	\$1,000.00
-or- TICKET Sales	\$500.00	\$1,000.00	\$2,000.00
Rehearsal – 4 hours	\$100.00 ²	\$125.00 ²	\$150.00 ²
Removal/Installation of Orchestra Pit Cover*	\$250.00	\$350.00	\$400.00
Removal/Installation of Band Shell*	\$125.00	\$125.00	\$125.00
OTHER EQUIPMENT:			
Steinway Grand Piano	\$125.00	\$250.00	\$400.00
Clavinova Piano	\$ 75.00	\$100.00	\$125.00
Risers	\$ 15.00 per piece	\$ 15.00 per piece	\$ 15.00 per piece
Fog Machine	\$ 25.00	\$ 25.00	\$ 25.00
AV Equipment ³			
LABOR CHARGES			
Regular Technician Charge	\$ 15.00 per hour	\$ 15.00 per hour	\$ 15.00 per hour
Expert Technician Charge**	\$ 40.00 per hour	\$ 40.00 per hour	\$ 40.00 per hour
Emergency Supervisor Charge***	\$ 46.00 per hour	\$ 46.00 per hour	\$ 46.00 per hour
Custodial Charge	Estimate will be provided	Estimate will be provided	Estimate will be provided

²If the event exceeds the contracted utilization and rehearsal time, there will be a \$50.00/hour charge.

³A per piece fee for AV and other miscellaneous equipment utilized will be assessed as indicated on the “use” form. (AV fees are calculated at 5% of replacement cost of equipment.)

* If the event is more than one day, the rate for removal/installation of the orchestra pit cover and/or band shell would be negotiable.

**In cases of shows with extremely complex sound or lighting requirements which exceed the skills of regular house technicians, “expert” level technicians will be hired at the rate of \$40.00 per hour per technician. The need for “expert” level technicians will be determined in consultation with the PAC Director.

***Events which are scheduled less than two weeks in advance are subject to a \$46.00 per hour “Emergency Supervisor” charge in addition to all other fees associated with the event, at the discretion of the PAC Director.

★ Areas of the facility outside of the PAC/Green Room that are utilized will be charged in accordance with the rental fees listed in Board Policy 830.

Fees will be reviewed annually by the administration and appropriate recommendations for adjustment forwarded to the Board of Education.

CROSS REF.: 443.8 – Possession or Use of Weapons – Students
522.9 – Possession or Use of Weapons – Staff/Employees
830 – Use of School Facilities
830.2 – Facility Use Policy for the Rapids Area Sports Complex (RASC)
832 – Possession or Use of Weapons – Visitors and Volunteers

Approved: October 11, 1999

Revised: June 17, 2002
February 11, 2008
October 12, 2009
March 12, 2012
April 11, 2016
January 15, 2018
October 14, 2019
TBD

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective as of July 1, 2022, by and between the WISCONSIN RAPIDS PUBLIC SCHOOLS ("Landlord") and CESA 5 ("Tenant").

RECITALS

Landlord is the owner of the land and improvements commonly known as 6443 Virginia Street, Vesper, Wisconsin and formally known as Vesper Community Academy (hereinafter referred to as the "Building" or the "Leased Premises").

Landlord makes available said Building for use by Tenant for the operation of an alternative educational program.

Landlord desires to lease the Building to Tenant, and Tenant desires to lease the Building from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

AGREEMENT

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning July 1, 2022 and ending June 30, 2023.

B. Tenant may renew the Lease for additional one year terms by providing Landlord notice at least ninety (90) days prior to the expiration of the Initial Term and any subsequent terms thereafter.

2. Rental.

A. Tenant shall pay to Landlord during the Term rental of Twenty-Three Thousand and 00/100 Dollars (\$24,000) per year. The rental shall be paid in two installments; one by September 1 and one by March 1. The Landlord shall also provide equipment compliant with applicable state standards requested by the Tenant such as a stove, refrigerator, white boards, storage areas, and other agreed upon equipment which shall remain the property of the Landlord but be made available for use by the Tenant.

B. The rental for any renewal lease terms, if created as permitted under this Lease, shall be remain at Twenty-Four Thousand and 00/100 Dollars (\$24,000) per year, except that Landlord, at least One Hundred Twenty (120) days prior to the end of the Initial Term of the Lease and any subsequent renewal term, shall notify Tenant of increased rent, which amount can be accepted by the Tenant by giving Notice of Intent to Renew at the new price or can be renegotiated by the parties so long as the renewal period is exercised by the Tenant within the first described time frame described in Section 1 B.

3. Use

The Building shall be used for alternative education programs and for such other related uses as may be necessary to carry out the programming needs for the individuals involved in the program. The Leased Premises are not to be used for any other purpose. Tenant shall inform Landlord in writing if Tenant wishes to adjust its planned use of the Leased Premises for other than a building solely dedicated to an alternative educational program.

If Tenant provides meals as part of its program, Landlord agrees to provide food services and meals to the students in the Tenant's programs. The Landlord will be reimbursed by claiming, as part of their district's free and reduced lunch reimbursement claim, students who are eligible for free and/or reduced lunch. Students, who are not eligible for free lunch or are eligible for reduced price lunch, will directly pay the Landlord the rates for lunches as set for district students in those classifications. Tenant agrees to transport meals from another school building in the district determined by the Landlord to the Leased Premises.

4. Sublease and Assignment.

Tenant may not sublease or assign this Lease to any third party without the express written consent of the Landlord. If Tenant should attempt to sublease, Tenant shall remain principally responsible for any of the costs and all of the damages that may occur with the tenancy.

5. Utilities and Waste Disposal.

During the term of this Lease, the Landlord shall provide all necessary routine maintenance, gas utilities, electrical utilities, water/sewer utilities, as well as maintain all necessary heating, cooling, plumbing or electrical units and/or systems. Tenant shall provide internet and Wi-Fi connectivity to the lease premises. Tenant shall provide a landline phone connected to the Landlord's existing system. Tenant shall pay for long distance charges on the telephone line provided. Landlord shall invoice Tenant for long distance charges in June.

Tenant shall be responsible for any other communication services that Tenant wishes to install, including its own computer, cable hook-ups, internet connections or other telephone services. Tenant shall be responsible for maintaining all equipment installed by the Tenant and shall remove the same at the end of the Lease term, unless an agreement is reached with the Landlord to allow the wiring and necessary appliances to remain onsite.

Landlord shall arrange for appropriate waste disposal containers/dumpsters to be provided in accordance with the requirements of the waste disposal company employed by Landlord to remove garbage, recyclables, and related waste from the Leased Premises. Tenant shall be responsible for properly utilizing the provided containers and maintaining a clean and safe environment around the containers.

6. Repairs and Maintenance

During the Lease term, Landlord shall ensure that the indoor and outdoor facilities are adequately maintained for use by students and staff. Tenant shall be responsible for any damage to walls, roofs, floors, ceilings, fixtures, improvements or any other part of the Leased Premises, which are caused by

the Tenant, its employees, invitees, students or others on the Leased Premises at the direction of the Tenant.

Landlord shall maintain the exterior of the Building, including the roof, landscaping, playground, fencing, parking lot, driveway and sidewalks. Landlord shall be responsible for lawn mowing and related landscaping maintenance, snow and ice removal and parking lot maintenance.

7. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right, following Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of or to all parts of the interior of the Leased Premises from time to time as Tenant may deem desirable, provided the same is made in a good workmanlike manner and utilize good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord, except that Tenant shall be responsible for removing the same at end of the term of this Lease and must do so without causing any damages to the Leased Premises. Any damages caused to the Leased Premises shall be the responsibility of the Tenant to repair at Tenant's expense. All walls, doors, and fixtures that may be painted by the Tenant during the lease terms shall be returned to a painted neutral color at the end of the lease term.

8. Insurance.

A. If the Building is damaged by fire or other casualty resulting from any act of negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by Landlord's insurance or insurance held by the Tenant.

B. Landlord shall maintain fire and extended coverage insurance on the Building in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at Tenant's expense, for fire and extended coverage insurance on all of Tenant's personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

9. **Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant and approved by Landlord, such signs as may be appropriate to the needs of the Tenant. Said signs shall not violate any applicable zoning ordinances and/or private restrictions.

10. **Entry.**

Landlord shall have the right to enter upon the Building at reasonable hours to inspect the same and to fulfill Landlord's obligations under this Lease. Landlord shall establish custodial times and activities in cooperation with the Tenant. Landlord shall not interfere with Tenant's business in the Leased Premises.

11. **Parking.**

During the term of this Lease, Tenant shall have the use of parking areas designated by the Landlord. This parking shall be available at all times to the Tenant. Landlord shall maintain the parking areas in good condition with appropriate striping. Landlord shall use reasonable efforts to keep the parking area free and clear snow or ice accumulation.

12. **Damage and Destruction.**

Subject to Section 9 A. above, if the Building or any part thereof is damaged by fire, casualty or structural defects to the point that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Building, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises or Building cannot be occupied by the Tenant or is unfit for Tenant's use of the premises.

13. **Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Building is not surrendered, Landlord may re-enter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of Tenant's default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

14. **Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord shall keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

15. **Condemnation.**

If any legally, constituted authority condemns the Building, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord: District Administrator
 Wisconsin Rapids Public Schools
 510 Peach Street
 Wisconsin Rapids, WI 54494

If to Tenant: Director of Business Services
 CESA 5
 626 E. Slifer Street
 Portage, WI 53901

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

17. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

18. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

19. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

20. **Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than thirty (30) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance to Tenant on demand.

21. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

22. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

23. **Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:
Wisconsin Rapids Public Schools

TENANT:
CESA 5

By: _____

By: _____

Name: Craig Broeren

Name: _____

Title: Superintendent

Title: _____



Purchase Order
WISCONSIN RAPIDS SCHOOL DISTRICT
 510 PEACH STREET
 WISCONSIN RAPIDS, WISCONSIN 54494
 PHONE (715) 424-6705 - FAX (715) 422-6070

SHOW THIS NUMBER ON ALL SHIPMENTS,
 CORRESPONDENCE, OR INVOICES

PO# 22002239

DATE: 01/31/22

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 165611

PHONE:

REQ: 00044229

EMAIL:

BUYER:

SHIP TO: Central Storage
 2510 Industrial Street
 Wisconsin Rapids WI 54495

Ewald Motors of Oconomowoc LLC
 36833 E Wisconsin Avenue
 Oconomowoc WI 53066

CONTACT: A Nelson

SITE: Central Office

VENDOR ACCOUNT:

SPECIAL INSTRUCTIONS:

Please send the following, freight charges prepaid. Cancel back orders not received by _____

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00		As per the attached Motor Vehicle Purchase Contract dated 1/28/2022 2021 Chrysler Voyager Mini Van w/Wheel Chair Lift Conversion Price includes: - Van VIN 2C4RC1DG2MR602020 - Braun Mobility Conversion Kit w/Installation - Title/Plates/Delivery/Service Fees - Trade-in Allowance & Dealer Discounts Presented for BOE Approval on February 14, 2022 COPY TO RENEE, PLEASE - GASB/FIXED ASSETS COPY TO RENEE, PLEASE - INSURANCE PER PURCHASING POLICY 672 ***** For School District of Wisconsin Rapids use only 2-27-400-563-256300-011-000000-2	41,458.5000	41,458.50
		TOTAL:		41,458.50
		41,458.50		

THE STATE OF WISCONSIN AND ALL ITS AGENCIES ARE EXEMPT FROM
 ALL FEDERAL, STATE, AND LOCAL TAXES, SEC. 77-54
 PLEASE ACCEPT OUR PO AS EVIDENCE OF OUR EXEMPT STATUS

Signed:

904919

MOTOR VEHICLE PURCHASE CONTRACT

19679

OR REJECT THE OFFER WITHIN 2 WORKING HOURS OR THE OFFER IS AUTOMATICALLY VOIDED AND YOU MAY RESCIND THE OFFER UNLESS AND UNTIL ACCEPTED BY THE DEALER. THE DEALER MUST ACCEPT THE OFFER WITHIN 2 WORKING HOURS OR THE OFFER IS AUTOMATICALLY VOIDED AND YOU MAY RESCIND THE OFFER UNLESS AND UNTIL ACCEPTED BY THE DEALER. UNTIL ACCEPTANCE OR REJECTION OF THE OFFER THE DEALER SHALL BE PROHIBITED FROM SELLING THE VEHICLE TO ANY OTHER PARTY.

DEALER NAME: EWALD MOTORS OF OCONOMOWOC LLC
ADDRESS: 36833 E WISCONSIN AVE
CITY, STATE, ZIP: OCONOMOWOC, WI 53066
TELEPHONE NO: 262/567-3400
PROSPECTIVE PURCHASER ("YOU") NAME(S): SCHOOL DISTRICT OF WISCONSIN RAPIDS
STREET ADDRESS: 510 PEACH ST
CITY: WISCONSIN RAPIDS
STATE: WI
ZIP: 54494

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED VEHICLE
MODEL YEAR: 2021
MAKE - TRADE NAME: CHRYSLER
MODEL: VOYAGER
BODY TYPE: WG
IDENTIFICATION NO.: 2C4RC1DG2MR6020

Dealer is not a party to any manufacturer warranties. Warranty terms may be negotiable. Terms agreed to on the purchase contract are final.
WARRANTY & SERVICE CONTRACT INFORMATION
Refer to separate document for coverages and exclusions. Dealer disclaims implied warranties of merchantability and fitness for a particular purpose.
AS IS - NO WARRANTY. Unless "Dealership" is checked under Limited Extended Warranty, this vehicle is sold AS IS and the dealer assumes no responsibility for any repairs regardless of any oral statements about the vehicle.
IMPORTANT: Ask for all promises in writing. Spoken promises are difficult to enforce. Warranty terms may be negotiable. Terms agreed to on the purchase contract are final.
Manufacturer Warranty Information
(Dealer is not a party to any manufacturer warranty)
Original Manufacturer Warranty (either new or remaining)
Expiration: (date) (miles), whichever comes first.
Deductible: Transfer fee:
Original Manufacturer Warranty EXPIRED or NOT KNOWN
Original Manufacturer Warranty CANCELLED due to history
LIMITED EXTENDED WARRANTY/SERVICE CONTRACT
provided by: Manufacturer Warranty company Dealership
Duration: (months) (miles), whichever comes first.
Deductible: Transfer fee:
Percentage of repair costs to be paid by you:
Warranty term begins on:
OTHER CONDITIONS OF SALE
THIS CONTRACT SUPERSEDES ALL OTHERS
\$1000 MOBILITY REBATE TO BE ASSIGNED TO CUSTOMER AFTER DELIVERY

Table with columns for USED/NEW price, MSRP, Dealer Markup, Delivery to Wis Rapids, Taxable items, Sales tax calculation, and Total Cash and Rebates. Includes sub-totals for MSRP, Dealer Price, and Total Cash.

ANTICIPATED DELIVERY DATE: , 20
Regardless of reason, if the vehicle ordered by the purchaser is not available for delivery within 15 calendar days after the anticipated delivery date, the purchaser may cancel this order and shall, within one business day, receive a full refund of any down payment, and return of trade-in vehicle, or title for trade-in vehicle, or both. If the trade-in is not available, the purchaser shall receive the trade-in allowance. Unless delivery date is otherwise qualified on the purchase contract by the purchaser, if the ordered vehicle becomes available for delivery prior to the stated anticipated delivery date, the dealer licensee may require acceptance not less than 21 calendar days after having notified the purchaser of availability of delivery, in which case no penalty shall be assessed for nonacceptance of delivery prior to the stated anticipated delivery date.

A service fee is not required by law, but may be charged to motor vehicle purchasers or lessees for services related to compliance with state and federal laws, verifications and public safety, and must be reasonable.
This is a Finance Transaction. (Check A. or B.):
Closing scheduled at dealer's office on specified delivery date or as mutually agreed. You are obligated to purchase, subject to availability of financing through dealer, on terms:
A. In attached disclosure. These terms do not extend beyond the closing date if dealer is willing and able to deliver vehicle on these terms.
B. Acceptable to You.
This transaction is subject to financing being arranged through creditor of Your choice. You must obtain acceptable financing and dealer must receive written notice by (date) or this contract is void.
This is a cash transaction. You are obligated to pay the balance due on delivery.

THE APPRAISAL OF THE TRADE-IN IS BASED ON AN ODOMETER READING OF UP TO 39346 MILES/KILOMETERS, AND THE TRADE-IN MAY BE REAPPRAISED IF IT EXCEEDS THIS LIMIT.
BUYER'S REPRESENTATIONS: This transaction is voidable at the option of the dealer at any time prior to delivery of the purchased vehicle if any of the representations contained on the Buyer's Representation Statement that refers to this contract are untrue.
As a deterrent to purchaser failing to take delivery on the vehicle as herein provided, you agree that if you do not accept delivery, you shall, at dealer's option, forfeit to dealer, as a penalty, 5% (not to exceed 5%) of the cash price of the vehicle as authorized by Section 218.0141 Wisconsin Statutes. Dealer retains the right to bring action for actual damages caused by breach of this contract, in lieu of the above penalty.

YOUR SIGNATURE(S)
ACCEPTED BY DEALER OR AUTHORIZED AGENT
AUTHORIZED SIGNATURE
DATE SIGNED: 01/28/2022
TIME SIGNED: P.M.
DATE SIGNED: 01/28/2022
TIME SIGNED: P.M.

37372*1*ECO-FI

WATDASI Forms 800-235-7672 www.watdasi.com #1 LAZ Rev. 6/2014 copyright 2014 WI Auto & Truck Dealers Assoc.

BUYER'S REPRESENTATIONS STATEMENT

DEALER EWALD MOTORS OF OCONOMOWOC LLC	PURCHASER SCHOOL DISTRICT OF WISCONSIN RAPIDS	DATE 01/28/2022
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This statement refers to the Motor Vehicle Purchase Contract (the "Purchase Contract") dated above between the Dealer and the undersigned Purchaser(s) who is(are) the owner(s) or lessee(s) of the owned or leased trade-in vehicle ("trade-in") described below.

PURCHASER NAME SCHOOL DISTRICT OF WISCONSIN RAPIDS				CO-PURCHASER NAME			
PURCHASER STREET ADDRESS 510 PEACH ST				CITY WISCONSIN RAPIDS		STATE WI	ZIP 54494
RESIDENCE PHONE	CELL PHONE	BUSINESS PHONE 715/424-6705	RESIDENCE COUNTY WOOD	RESIDENCE TOWNSHIP/CITY/VILLAGE		E-MAIL ADDRESS AARON.NELSON@WRPS.NET	
PURCHASED VEHICLE MODEL YEAR 2021		MAKE - TRADE NAME CHRYSLER		MODEL VOYAGER	BODY TYPE WG	IDENTIFICATION NO. 2C4RC1DG2MR602020	
OWNED OR LEASED TRADE-IN MODEL YEAR 2006		MAKE FORD		MODEL E350T	BODY TYPE EV	IDENTIFICATION NO. 1FTSS34L26HA64687	
2ND VEHICLE MODEL YEAR N/A		MAKE N/A		MODEL N/A	BODY TYPE N/A	IDENTIFICATION NO. N/A	

BUYER'S REPRESENTATIONS: You must read and answer these questions. I represent and warrant:

- | | YES | NO |
|--|-------------------------------------|--------------------------|
| 1. That I am 18 years of age or older. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. That I have full power, right and lawful authority to dispose of the trade-in. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. That, notwithstanding the payoff amount that dealer agrees to make as indicated in the components of price of the Purchase Contract or in Other Conditions of Sale, I will ensure that any and all liens or encumbrances on the trade-in are satisfied and released before or immediately upon delivery of the trade-in to the dealer | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. That the only holder(s) of a security interest or lien in the trade-in ("Lienholders") is (are) shown below. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5. That the trade-in is not subject to a child support lien | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. That the trade-in does not have a cracked or defective head, block, powertrain, or frame (including supportive portion of unibody). | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. That all parts of the trade-in emission control system are as originally installed by the manufacturer or have comparable and tested replacement equipment. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 8. That the engine and transmission of the trade-in have not been changed from manufacturer's original equipment specifications. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 9. That while I have owned or leased the trade-in its odometer has not been replaced, tampered with or otherwise altered in any way and I believe that the trade-in vehicle's current odometer reading of <u>39346</u> miles/kilometers does reflect its actual mileage. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 10. That while I have owned or leased the trade-in its restraining devices (including airbags and belts) have not been replaced, tampered with, or otherwise altered in any way | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 11. That the trade-in has not previously been a salvage vehicle, manufacturer buyback, or subject to any other title brands. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 12. That the trade-in has not previously been flood or water damaged. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 13. That the trade-in does not have any corrective welds or other evidence of repair to the strut tower, floor pan, frame or other structural portion of the unibody. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Lienholder(s): _____

Explain all "NO" Answers: _____

Purchaser's Signature: _____ Date: **01/28/2022**

Co-Purchaser's Signature: _____ Date: _____



Estimate

Mohawk USA
 458 Danbury Road
 B-3
 New Milford, CT 06776
 Phone: 415) 347-8039
 Fax: (509) 351-4345
 www.bumparmor.com

Estimate Date:	Estimate #:
1/20/2022	11676

Bill To	Ship To
Phil Bickelhaupt Wisconsin Rapids Public 510 Peach St. Wisconsin Rapids WI 54494	Phil Bickelhaupt Wisconsin Rapids Public 510 Peach St. Wisconsin Rapids WI 54494

Please email your purchase order to orders@bumparmor.com
 Please provide an email address contact with your purchase order for invoicing

Item #	Product	Quantity	Unit Price	Amount
NCPZ11-BK	Ninja 21 Case 11" - Black	1,500	\$18.89	\$28,335.00

We appreciate your business.

Custom Order: 120 lead time after receipt of PO or LOI
 NU

Sub Total: \$28,335.00
Discount:
Sales Tax:
Shipping: \$1,956.91

Amount Due: \$30,291.91



Paragon Development Systems, Inc.
 13400 Bishops Lane
 Suite 190
 Brookfield, Wisconsin 53005
 United States
 (P) 262-569-5300

Quote (Open)	
Date Jan 19, 2022 03:19 PM CST	Expiration Date 01/31/2022
Modified Date Jan 20, 2022 10:19 AM CST	
Quote # 2185437 - rev 1 of 1	
Description ASUS Chromebook Flip m3-8100Y 4GB 64GB 14" (20)	
SalesRep Herald, Amanda (P) 262-569-5396	
Customer Contact Bickelhaupt, Phillip (P) 715-424-6715 phillip.bickelhaupt@wrps.net	

Customer
 Wisconsin Rapids Public
 Schools (023268)
 Bickelhaupt, Phillip
 510 Peach St
 Wisconsin Rapids, WI 54494
 United States
 (P) 715-422-1912

Bill To
 WI Rapids School District
 Payable, Accounts
 510 Peach St
 Wisconsin Rapids, WI 54494
 United States
 (P) 715-422-1912

Ship To
 WI Rapids School District
 Attn: Phil Bickelhaupt
 2510 Industrial St
 Wisconsin Rapids, WI 54495
 United States

Payment Method
 Terms: Net 30

Customer PO:

Terms:
 Net 30

Ship Via:
 FedEx Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
1	Chromebook Flip m3-8100Y 4GB 64GB 14" ASUS Computer Intl - pds #: 534799	C434TA-DSM4T	100	\$564.00	\$56,400.00
2	Google Chrome Management Console License - EDU Google - pds #: 711391	CROS-SW-DIS-EDU-NEW	100	\$30.78	\$3,078.00
				Subtotal:	\$59,478.00
				Tax (.0000%):	\$0.00
				Shipping:	\$0.00
				Total:	\$59,478.00

Terms and Conditions

Unless a specific Master Services & Product Sales Agreement is in effect between the parties, this quote is subject to PDS Terms & Conditions which can be viewed at <http://www.shoppds.com/termsforsale.aspx>

Shipping and tax amounts are estimated.

Purchases made by credit card may be subject to a 3% Convenience Fee at the time of invoicing.

PDS has been notified by numerous technology manufacturers that pricing is subject to rapid change due to global component shortages and related price increases. This situation is not unique to PDS.

Please contact your sales team with additional questions.