

Wisconsin Rapids Board of Education

Personnel Services Committee

510 Peach Street · Wisconsin Rapids, WI 54494 · 715-424-6701

Sandra Hett, Chair Larry Davis Mary Rayome John Krings, President

October 7, 2019

Location: Board of Education, 510 Peach Street, Wisconsin Rapids, WI

Conference Room C

Time: Immediately following the Educational Services Committee meeting, but not before 6:30 p.m.

I. Call to Order

II. Public Comment

III. Actionable Items

A. Appointments

B. Retirement

C. Board Policy Review

D. Support Staff Assignment Adjustments

V. Consent Agenda

VI. Adjournment

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.



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III. Actionable Items

A. Appointments

The administration recommends approval of the following support staff appointments:

Tina Midthun Location: Mead Elementary School

Position: Special Education Aide (5.0 hrs/day)

Effective Date: September 23, 2019

Hourly Rate: \$14.99 (starting rate) / \$15.77 (after 60 days)

Yesenia Diaz Location: Mead Elementary School

Position: ELL Aide (7.0 hrs/day) Effective Date: September 18, 2019

Hourly Rate: \$14.99 (starting rate) / \$15.77 (after 60 days)

Vicki Shafranski Location: Woodside Elementary School

Position: Special Education Aide (7.0 hrs/day)

Effective Date: September 3, 2019

Hourly Rate: \$14.99 (starting rate) / \$15.77 (after 60 days)

Amy Sherman Location: Mead Elementary School

Position: Special Education Aide (7.0 hrs/day)

Effective Date: September 10, 2019

Hourly Rate: \$14.99 (starting rate) / \$15.77 (after 60 days)

Tami Drew-Huiras Location: Lincoln High School

Position: Cashier (2.25 hrs/day) Effective Date: September 23, 2019

Hourly Rate: \$11.90 (starting rate) / \$12.53 (after 60 days)

Cheryl Burmeister Location: THINK Academy

Position: Special Education Aide (4.0 hrs/day)

Effective Date: September 30, 2019

Hourly Rate: \$14.99 (starting rate) / \$15.77 (after 60 days)

Renee Musch Location: Mead Elementary School

Position: Noon Duty Aide (1.5 hrs/day)

Effective Date: October 2, 2019

Hourly Rate: \$12.82 (starting rate) / \$13.49 (after 60 days)

B. Retirement

The administration recommends approval of the following support staff early retirement:

Cheryl Panter Location: Lincoln High School

Position: Special Education Aide (7.0 hrs/day)

Effective Date: December 3, 2019 Date of Hire: August 23, 1995

C. Board Policy Review

Board Policy 152 - Goal Setting, Second Reading

This policy was reviewed and approved for first reading at the regular Educational Services Committee meeting in September 2019. The administration recommends approval of Board Policy 152 - Goal Setting for second reading. (*Attachment A*)

Board Policy 185.3 - Educational Services Committee, Second Reading

This policy was reviewed and approved for first reading at the regular Educational Services Committee meeting in September 2019. The administration recommends approval of Board Policy 185.3 - Educational Services Committee for second reading. (*Attachment B*)

Board Policy 253.4 - Development and Approval of Rules and Regulations, Second Reading

This policy was reviewed and approved for first reading at the regular Educational Services Committee meeting in September 2019. The administration recommends approval of Board Policy 253.4 - Development and Approval of Rules and Regulations for second reading. (*Attachment C*)

Board Policy 253.4 Rule - Approval of Agenda Planners, Second Reading

This policy was reviewed and approved for first reading at the regular Educational Services Committee meeting in September 2019. The administration recommends approval of Board Policy 253.4 Rule - Approval of Agenda Planners for second reading. (*Attachment D*)

Board Policy 411 - Student Non-Discrimination and Anti-Harassment, Second Reading

This policy was reviewed and approved for first reading at the regular Business Services Committee meeting in September 2019. The administration recommends approval of Board Policy 411 - Student Non-Discrimination and Anti-Harassment for second reading. (*Attachment E*)

Board Policy 830 - Use of School Facilities, Second Reading

This policy was reviewed and approved for first reading at the regular Business Services Committee meeting in September 2019. The administration recommends approval of Board Policy 830 - Use of School Facilities for second reading. (*Attachment F*)

Board Policy 830.1 - Facility Use Policy for the Performing Arts Center (PAC), Second Reading

This policy was reviewed and approved for first reading at the regular Business Services Committee meeting in September 2019. The administration recommends approval of Board Policy 830.1 - Facility Use Policy for the Performing Arts Center (PAC) for second reading. (*Attachment G*)

D. Support Staff Assignment Adjustments

Discussion and possible action to increase of the number of days for the AESOP coordinator position and consideration to modify the job description and job classification for the Lincoln High School library aide position.

IV. Consent Agenda

Personnel Services 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.

V. Adjournment

ATTACHMENT A
DRAFT – Second Reading
PSC Meeting – 10/7/19

152 GOAL SETTING

The Board recognizes the value of goal setting for school improvement. Therefore, the Board and administration shall annually assess district-wide needs and concerns, and translate such concerns into achievable goals create a strategic plan. This plan will articulate goals as well as action steps and a timeline to facilitate successful completion of the goals.

Upon completion of the goal setting process, the administrative staff will develop an action plan and timetable to facilitate successful completion of the goals. Goals will be monitored and adjusted, if necessary, throughout the year.

APPROVED: December 11, 2000

<u>TBD</u>

185.3 EDUCATIONAL SERVICES COMMITTEE

This committee shall consist of all seven Board of Education members. The Superintendent of Schools, and the Director of Curriculum shall be advisory members of this committee.

This committee shall consider items relating to curriculum, instruction, policy, students, and community affairs. Committee responsibilities shall include, but not be limited to, those specific items listed below.

The Educational Services Committee shall:

- 1. Consider and recommend actions on courses of study and other matters relative to the general educational policies of the school system.
- 2. Be responsible for the development of long range plans strategic planning goals and action steps.
- 3. Review and make recommendations on <u>academic standards</u>, all long range curriculum planning, and resources <u>instructional materials</u>, and major curriculum and instructional revisions.
- 4. Review the instructional program to insure compliance with all state and federal requirements. Administrators will bring issues and concerns to the attention of the committee.
- 5. Review and make recommendations regarding budget requests for instructional materials.
- 6. Review and make recommendations regarding all <u>state and</u> federal program <u>requests</u> <u>mandates and</u> grant funding related to curriculum.
- 7. Work with the staff, keep abreast of all legislative matters on the city, state, and federal level which may affect issues pertaining to curriculum and instruction. It will recommend to the Board of Education the direction to be followed in the various areas involved.
- 8. Respond to the community's information needs and will recommend a program of community relations.
- 9. Review and make recommendations regarding Pupil Services and student activities. This committee shall be responsible for Pupil Services policy development, and the Activities Code.
- 10. Be responsible for organizational development including the staff *professional* development plans for the administration and professional staff.
- 11. Recommend appropriate sub-committees to provide citizen and/or staff suggestions regarding specific instructional programs of the Wisconsin Rapids Public Schools.
- 12. Be responsible for approving grants requiring District funds or programs requiring funding beyond the grant the development of the academic year calendar.
- 13. <u>Review and make recommendations on the development of student agenda handbooks and procedures for staff that are related to curriculum, instruction, assessment, or professional development.</u>

14. <u>Review standardized assessment and local screener data, state and federal report cards, and other relevant data to ensure overall student achievement.</u>

APPROVED: April 9, 1977

REVISED: March 1979

August 15, 1988 October 10, 1988 October 14, 1996 June 9, 1997 May 10, 1999

December 11, 2000

TBD

253.4 DEVELOPMENT AND APPROVAL OF RULES AND REGULATIONS HANDBOOKS

Student, teacher, staff, and parent handbooks may be developed to serve as the basis for the enforcement of school rules and may be communicated in print and/or electronically. When developed, such handbooks shall be adopted by the Board of Education and used to ensure that all students, staff, and parents are aware of the rules established to govern the schools.

All <u>rules and regulations</u> handbooks shall be developed consistent with Board policies and state and federal law. <u>Development and/or</u> Cchanges in such handbooks of a substantive nature, as determined by the Superintendent, will be approved by the Board of Education as needed.

Copies of School District handbooks, when developed, shall be distributed at the beginning of the school year.

LEGAL REF.: Section 120.13(1)(a) Wisconsin Statutes

CROSS REF.: 411, Equal Educational Opportunities Student Non-Discrimination and

Anti-Harassment

253.4-Rule *Approval of Agenda Planners*

APPROVED: January 13, 1997

REVISED: December 11, 2000

<u>TBD</u>

ATTACHMENT D DRAFT - First Reading PSC Meeting - 10/7/19

253.4-RULE APPROVAL OF AGENDA PLANNERS

At the Board of Education meeting held in May, The Board of Education shall annually review and approve secondary level student folios agenda planners, and the agreed upon language developed by the elementary administrator group which will be included in elementary student agenda planners at the Board of Education meeting in June.

Building administrators shall forward proposed student folio <u>agenda planner</u> revisions to the <u>eentral office Director of Curriculum and Instruction</u> prior to <u>May 15 April 20</u>.

APPROVED: January 13, 1997

REVISED: December 11, 2000

<u>TBD</u>

411 STUDENT NON-DISCRIMINATION AND ANTI-HARASSMENT

The School District of Wisconsin Rapids is committed to equal educational opportunity for all District students. The District will not deny any person admission to, participation in, or the benefits of any curricular, extra-curricular, pupil services, recreational or other program or activity because of a person's gender, race, national origin, ancestry, creed, religion, pregnancy, marital or parental status, sexual orientation, transgender status, gender identity, or physical, mental, emotional or learning disability, or any other characteristic protected under State or Federal civil rights laws. This policy does not, however, prohibit the District from placing a student in a school, class, program or activity based on objective standards of individual performance or need.

The District strives to provide a safe, secure and respectful learning environment for all students in school buildings, on school grounds, and school buses and at school-sponsored activities. The District prohibits all forms of discrimination and harassment. The District consistently and vigorously addresses discrimination and harassment so that there is no disruption to the learning environment and learning process.

Discrimination is any action, policy or practice, including bias, stereotyping and pupil harassment, which is detrimental to a person or group of persons and differentiates or distinguishes among persons, or which limits or denies a person or group of persons opportunities, privileges, roles or rewards based, in whole or in part, on gender, race, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, transgender status, gender identity, physical, mental, emotional or learning disability, or any other characteristic protected under State or Federal civil rights laws, or which perpetuates the effects of past discrimination.

Harassment is unwanted, abusive behavior of a physical, verbal, non-verbal or written nature, directed towards a student or group of students based, in whole or in part, on gender, race, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, transgender status, gender identity, physical, mental, emotional or learning disability, or any other characteristic protected under State or Federal civil rights laws which substantially interferes with a student's school performance or creates an intimidating, hostile or offensive school environment. Sexual harassment is a form of harassment and consists of unwelcome sexual advances, unwelcome requests for sexual favors, unwelcome physical contact of a sexual nature or unwelcome verbal or physical conduct of a sexual nature. It includes conduct directed by a person at another person of the same or opposite gender.

Any student who engages in harassment or discrimination, or retaliates against another person because of reporting harassment or discrimination or participating in an investigation, is subject to immediate discipline, up to and including suspension and expulsion from the District.

This policy applies to the acceptance and administration of gifts, bequests, scholarships and other aids, benefits, or services to students from private agencies, organizations or persons. It also applies to school sponsored food service programs, the selection of instructional and library media materials, and the methods, practices and materials used for testing, evaluating and counseling students.

This policy does not, however, prohibit the use of special testing or counseling materials or techniques to meet the individual needs of students. Furthermore, this policy does not prohibit separate locker rooms, showers and toilets for males and females, although the District will maintain comparable separate facilities. Finally, this policy does not prohibit separate programs in interscholastic athletics for males and females, although the District will provide programs that are comparable in type, scope and District support.

Reporting

Students, administrators, teachers, staff, and all other school personnel are responsible for reporting any form of discrimination or harassment. The District encourages all students, as well as third parties, to promptly report incidents of discrimination or harassment to a teacher, administrator, supervisor, or other District employee or official so that the District may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall forward the complaint to the District's designated Compliance Officer without undue delay, but not later than two (2) business days. The District's designated Compliance Officer is the Director of Human Resources. Complaints should be submitted to:

Ryan Christianson

Director of Human Resources*
School District of Wisconsin Rapids
510 Peach Street
Wisconsin Rapids, WI 54494

*(Note that a staff directory is available on the WRPS webpage at www.wrps.org or by calling the District main office.)

If the Director of Human Resources is unavailable, or if there is a perceived conflict of interest involving the Director of Human Resources, or if reporting to the Director of Human Resources would not be appropriate under the circumstances, the Director of Curriculum & Instruction will act as the District Compliance Officer. Complaints should be addressed to:

Kathi Stebbins-Hintz

Director of Curriculum & Instruction*
School District of Wisconsin Rapids
510 Peach Street
Wisconsin Rapids, WI 54494

*(Note that a staff directory is available on the WRPS webpage at www.wrps.org or by calling the District main office.)

Investigation and Complaint Procedure

Complaints regarding harassment or discrimination may be submitted either orally or in writing, in accordance with the reporting procedure above. A complainant should identify the individual(s) involved in the alleged harassment or discrimination, provide a description of the incident(s), and any potential witnesses. If the complainant is unwilling to provide a written complaint containing this information, the Compliance Officer shall attempt to interview the complainant and prepare a summary. The complainant will then be asked to review the summary for accuracy and sign it.

The District will first allow a complainant the opportunity to resolve the complaint on an informal basis, if the complainant requests to do so. If the parties resolve the matter, the Compliance Officer will prepare a written statement outlining the resolution. However, if the complainant is not satisfied with the outcome, the District will proceed with formally investigating the complaint.

The District's Compliance Officer, after receipt of a complaint, will begin review and investigation of the complaint, or will designate a specific individual to perform the investigation. The Compliance Officer will also determine whether any immediate action needs to be taken to protect the complainant from further harassment or discrimination pending the outcome of the investigation. The District's Compliance Officer will send the complainant written acknowledgement of the complaint within forty-five (45) days after

receipt. If the Compliance Officer, or his or her designee, determines that the complaint meets the definition of "bullying," under the District's bullying policy, because the allegations are not based on a student's protected characteristics, the complaint should be transferred for investigation under that policy.

The Compliance Officer, or his/her designee, will investigate harassment and discrimination complaints promptly, thoroughly, and impartially. The investigation may include interviews with the complainant and potential witnesses, as well as a review of any documents or evidence. In addition, the Compliance Officer will contact the individual(s) subject to the complaint regarding the allegations and provide an opportunity to submit a response. The Compliance Officer should keep the parties informed of the status of his or her investigation. At the conclusion of his or her investigation, the Compliance Officer, or his/her designee, will prepare a written report regarding the investigation, including a description of his or her conclusions and any action taken, within ninety (90) days after receipt of the complaint, unless additional time is required to conduct a complete investigation and the involved parties agree to an extension. The Compliance Officer, or his/her designee, shall send a copy of the report to the complainant, the alleged harasser, and the Superintendent.

If any party is not satisfied with the results of the investigation or the Compliance Officer's decision, he or she may appeal the decision to the Board of Education. To appeal the decision, a party must submit a written appeal to the Board within ten (10) days after the District sends the investigation report to the parties. The Board of Education will hold a private conference with the parties within thirty (30) days after the Board receives the written appeal. In response to the appeal, the Board will send a written decision to the parties and the Compliance Officer and Superintendent within ten (10) days after the private conference.

Either party may appeal the Board of Education's decision to the State Superintendent of Public Instruction. Parties should send appeals to the following address:

State Superintendent
Wisconsin Department of Public Instruction
P.O. Box 7841
Madison WI 53707-7841

Students with a disability under Section 504 of the Rehabilitation Act may also request a Section 504 due process hearing.

At any time, students may also file a complaint with the U.S. Department of Education's Office for Civil Rights at the following address:

Chicago Office
Office for Civil Rights
U.S. Department of Education
Citigroup Center
500 W. Madison Street, Suite 1475
Chicago, IL 60661-4544

Copies of the complaint procedures shall be kept in each building office. Reference to policies and procedures for filing a complaint are included in student handbooks and sent home to all parents annually.

In the event that the alleged harassment constitutes a crime or requires mandatory reporting under Wis. Stat. § 48.981, the Compliance Officer or Superintendent must report the alleged conduct to the appropriate social service and/or law enforcement agency. In conjunction with this report, the Compliance Officer will continue his or her investigation.

LEGAL REF.: Wis. Stat. § 48.981

Wis. Stat. § 118.13

Wis. Admin. Code P.I. 9, 41

Fourteenth Amendment, U.S. Constitution

20 U.S.C. § 1415

20 U.S.C. § 1681 et seq., Title IX of Education Amendments Act 20 U.S.C. § 1701 et seq., Equal Educational Opportunities Act of 1974

29 U.S.C. § 794, Rehabilitation Act of 1973

42 U.S.C. § 1983

42 U.S.C. § 2000 et seq., Civil Rights Act of 1964

42 U.S.C. § 2000d et seq.

42 U.S.C. § 12101 et seq., The Americans with Disabilities Act of 1990

34 C.F.R. § 300.600-300.662

CROSS REF.: 411.5 – Bullying

411 Exhibit 1 – Complaint Form

APPROVED: September, 1985

REVISED: August, 1987

September 12, 1988 December, 1992 August 13, 2001 January 8, 2007 February 11, 2008 August 9, 2010 August 10, 2015

<u>TBD</u>

830 USE OF SCHOOL FACILITIES

Community Relations

The Board of Education recognizes that the 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. <u>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.</u>

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 <u>prior</u> 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

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.

The following are examples of non-profit organizations. Requests by others will be evaluated on an individual basis.

Civic Organizations
 Youth Clubs
 Wood County Governmental Organizations
 Area City/Town Non-Profit Organizations

- Adult Recreational Clubs - WRPS Booster Clubs

Rental fee, if any, for general facility usage will be as per the attached "GROUP A" listed on FEE SCHEDULE #1.

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.)

COLLEGE COURSES

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.

WIAA EVENTS

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.

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.

GROUP B IN-DISTRICT FOR PROFIT OR OUT-OF-DISTRICT NON-PROFIT ORGANIZATIONS

The following are examples of business/private groups/individuals:

- Athletic Camps/Clinics - Athletic Alumni Clubs - Central Wisconsin Home Builders Assn.

Rental fees plus operational costs will be charged to these groups as per the attached "GROUP B" as listed on FEE SCHEDULE #1.

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
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Rental fees plus operational costs will be charged to these groups as per the attached "GROUP C" as listed on FEE SCHEDULE #1.

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 March 12, 2012

FACILIT	Y	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
		All Day	All Day	All Day
EAST	Fieldhouse	\$250.00	\$500.00	\$750.00
	Cafeteria	\$ 75.00	\$100.00 each	\$125.00
	Kitchen	\$ 75.00	\$100.00 each	\$125.00
	Other Rooms	\$ 75.00 per room	\$100.00 per room	\$125.00 per room
	Fieldhouse	\$350.00	\$700.00	\$1000.00
	Cafeteria	\$150.00	\$200.00	\$ 250.00
	Kitchen	\$ 75.00	\$100.00	\$ 125.00
	Other Rooms	\$ 75.00 per room	\$100.00 per room	\$ 125.00 per rm
	Inspection Fee	\$120.00	\$120.00	\$ 120.00
	Stadium/Track	\$350.00	\$700.00	\$1000.00
	Pool	\$100.00	\$200.00	\$ 300.00
MIDDLE SCHOOL	Auditorium	\$250.00	\$450.00	\$600.00
	Rehearsal	\$ 75.00	\$100.00	\$125.00
	Gym	\$200.00	\$400.00	\$600.00
	Cafeteria	\$ 75.00	\$100.00	\$125.00
	Kitchen	\$ 75.00	\$100.00	\$125.00
	Other Rooms	\$ 75.00 per room	\$100.00 per room	\$125.00 per room
GRADE SCHOOLS	Gym	\$ 75.00	\$100.00	\$125.00
	Cafeteria	\$ 75.00	\$100.00	\$125.00
	Other Rooms	\$ 75.00 each	\$100.00 per room	\$125.00 per room
OTHER EQUIPMENT AV Equipment Gym Equipment Risers Spotlight Delivery Cost		\$ 30.00 per piece	\$ 30.00 per piece	\$ 30.00 per piece
		\$ 30.00 per piece	\$ 30.00 per piece	\$ 30.00 per piece
		\$ 15.00 per piece	\$ 15.00 per piece	\$ 15.00 per piece
		\$ 35.00 per day	\$ 35.00 per day	\$ 35.00 per day
		\$ 50.00 round trip	\$ 50.00 round trip	\$ 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.

Policy Adopted: November, 1974

Policy Revised:

February, 1981 September, 1985 March, 1991 December, 1995 November, 1997 February, 2000

TBD

May, 2001 January, 2002 June 17, 2002 July 14, 2003 October 12, 2009 March 12, 2012

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

The Board of Education recognizes that the 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 WRPS.

- 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. <u>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.</u>

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 -or-	\$250.00	\$500.00	\$1,000.00		
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 Clavinova Piano Risers Fog Machine AV Equipment ³	\$125.00 \$ 75.00 \$ 15.00 per piece \$ 25.00	\$250.00 \$100.00 \$ 15.00 per piece \$ 25.00	\$400.00 \$125.00 \$ 15.00 per piece \$ 25.00		
LABOR CHARGES					
Regular Technician Charge Expert Technician Charge** Emergency Supervisor Charge*** Custodial Charge	\$ 15.00 per hour \$ 40.00 per hour \$ 46.00 per hour Estimate will be provided	\$ 15.00 per hour \$ 40.00 per hour \$ 46.00 per hour Estimate will be provided	\$ 15.00 per hour \$ 40.00 per hour \$ 46.00 per hour 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

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

<u>TBD</u>