



AGENDA

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

March 7, 2022

Location: Board of Education, 510 Peach Street, Wisconsin Rapids, WI
Conference Room A/B

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. Appointments
- B. Resignations
- C. Retirements
- D. Board Policy Review
- E. Support Staff Assignment Adjustment

IV. Updates and Reports

- A. Employee Assistance Program Activity and Utilization Update

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.

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.



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Personnel Services Committee

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BACKGROUND

Sandra Hett, Chair
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John Krings, President

March 7, 2022

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

The administration recommends approval of the following non-represented, certified staff appointment:

Payeng Xiong Location: District
Position: School Nurse (8.0 hrs/day)
Education: BSN – Chamberlain College – October 2020
Associate – MSTC – December 2016
Effective Date: February 28, 2022
Salary: \$45,000 (*\$45,000 total salary/2021-22 salary \$15,469 for 66 days*)

The administration recommends approval of the following professional staff appointment for the 2022-2023 school year:

Ava Magee Location: Lincoln High School
Position: Teacher (1.0 FTE)
Education: Bachelor's – UW Stevens Point – Mary 2022
Major/Minor: Elementary Education, Cross Categorical/Emotional Behavior
Salary: \$41,500

The administration recommends approval of the following support staff appointments:

Cindy Bell Location: WRAMS
Position: Kitchen Helper (4.0 hrs/day)
Effective Date: February 9, 2022
Hourly Rate: \$15.01 (starting rate) / \$15.80 (after 60 days)

Taylor Soderberg Location: Grove Elementary
Position: Noon Duty Aide (2.0 hrs/day)
Effective Date: February 14, 2022
Hourly Rate: \$13.21 (starting rate) / \$13.91 (after 60 days)

Elly Wettstein Location: Woodside Elementary
Position: Noon Duty Aide (2.25 hrs/day)
Effective Date: February 14, 2022
Hourly Rate: \$13.21 (starting rate) / \$13.91 (after 60 days)

Melissa Froehle	Location: District Position: Frontline Coordinator/Administrative Assistant to HR (7.0 hrs/day) Effective Date: February 23, 2022 Hourly Rate: \$16.16 (starting rate) / \$17.01 (after 60 days)
Jessica Linzmeier	Location: Woodside Elementary Position: Noon Duty Aide (2.25 hrs/day) Effective Date: February 28, 2022 Hourly Rate: \$13.21 (starting rate) / \$13.91 (after 60 days)
Toni Girard	Location: Woodside Elementary Position: Special Education Aide (7.0 hrs/day) Effective Date: February 25, 2022 Hourly Rate: \$15.44 (starting rate) / \$16.25 (after 60 days)
Rae Ann Nelson	Location: Lincoln High School Position: Cashier (2.25 hrs/day) Effective Date: March 9, 2022 Hourly Rate: \$12.91
Roxanne Fuller	Location: Howe Elementary Position: Second Cook (7.3 hrs/day) Effective Date: March 7, 2022 Hourly Rate: \$16.51
Rebekah Krug	Location: Lincoln High School Position: Baker (7.25 hrs/day) Effective Date: March 9, 2022 Hourly Rate: \$15.68 (starting rate) / \$16.51 (after 60 days)
Jacob Linzmeier	Location: East Junior High Position: Custodian (8.0 hrs/day) Effective Date: March 21, 2022 Hourly Rate: \$23.95
Layla London	Location: Woodside Elementary Position: Noon Duty Aide (2.25 hrs/day) Effective Date: March 7, 2022 Hourly Rate: \$13.21 (starting rate) / \$13.91 (after 60 days)
Laurie Holnbach	Location: THINK Position: Manager Production Kitchen (6.5 hrs/day) Effective Date: March 2, 2022 Hourly Rate: \$16.70 (starting rate) / \$17.58 (after 60 days)

B. Resignations

The administration recommends approval of the following professional staff resignations:

Jessa Voelker	Location: District Position: School Psychologist (1.0 FTE) Effective Date: June 13, 2022 Date of Hire: August 21, 2018
Laura Cronan	Location: Lincoln High School Position: Teacher (1.0 FTE) Effective Date: June 6, 2022 Date of Hire: August 27, 2019

Susan Morzewski	Location: Howe Elementary Position: Teacher (1.0 FTE) Effective Date: June 6, 2022 Date of Hire: August 19, 1985
Molly Murphy	Location: Grove Elementary Position: Teacher (1.0 FTE) Effective Date: June 6, 2022 Date of Hire: August 20, 2001
Joseph Wendolek	Location: Central Oaks Academy Position: Teacher (1.0 FTE) Effective Date: June 6, 2022 Date of Hire: August 19, 1986
Ruth Reis-Holtz	Location: THINK Academy Position: Teacher (1.0 FTE) Effective Date: June 6, 2022 Date of Hire: August 23, 1993
David Keech	Location: WRAMS Position: Teacher (1.0 FTE) Effective Date: June 6, 2022 Date of Hire: August 24, 1988
Lori Waterson	Location: Howe Elementary Position: Teacher (1.0 FTE) Effective Date: June 6, 2022 Date of Hire: August 23, 1993
Dawn Smith	Location: Howe Elementary Position: Teacher (1.0 FTE) Effective Date: June 6, 2022 Date of Hire: August 22, 1989

The administration recommends approval of the following support staff retirements:

Shirley Brehm	Location: THINK Position: Manager Production Kitchen (6.5 hrs/day) Effective Date: March 3, 2022 Date of Hire: January 16, 1984
Kathleen Kester	Location: Washington Elementary Position: Library Aide (6.5 hrs/day) Effective Date: June 3, 2022 Date of Hire: September 23, 1988
Cathie Buchberger	Location: Grant Elementary Position: Manager Production Kitchen (6.75 hrs/day) Effective Date: June 3, 2022 Date of Hire: April 22, 1996

D. Board Policy Review

Board Policy 380.1 - Therapy Dogs in Schools, Second Reading

This policy was reviewed and approved for first reading at the regular Educational Services Committee meeting in February 2022. The administration recommends approval Board Policy 380.1 - Therapy Dogs in Schools for second reading. (*Attachment A*)

Board Policy 380 - Animals in the School, Second Reading

This policy was reviewed and approved for first reading at the regular Educational Services Committee meeting in February 2022. The administration recommends approval Board Policy 380 - Animals in the School for second reading. (*Attachment B*)

Board Policy 830.2 - Facility Use Policy for the Rapids Area Sports Complex, Second Reading

This policy was reviewed and approved for first reading at the regular Business Services Committee meeting in February 2022. The administration recommends approval Board Policy 830.2 - Facility Use Policy for the Rapids Area Sports Complex for second reading. (*Attachment C*)

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 February 2022. The administration recommends approval Board Policy 830 - Use of School Facilities for second reading. (*Attachment D*)

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

This policy was reviewed and approved for first reading at the regular Business Services Committee meeting in February 2022. The administration recommends approval Board Policy 830.1 - Facility Use Policy for the Performing Arts Center for second reading. (*Attachment E*)

E. Support Staff Assignment Adjustment

Currently the Buildings and Grounds Receiving and Delivery Secretary position is 7.23 hours per day. The employee works 8.0 hours a day every day that the blue bin mail is delivered and works 20 hours a week for about 7 weeks when mail isn't delivered. Although mail isn't delivered during spring break or the summer, it is still busy in the storeroom due to it being the end of the budget year and orders for the start of the next school year. This has also been the time to do a complete inventory of the warehouse.

Administration recommends changing the Building and Grounds Receiving and Delivery Secretary position hours to 8.00 hours per day for every work day.

IV. Updates and Reports

- A. The Committee will be provided an update on the activities and utilization of the school district's Employee Assistance Program (EAP).

V. 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.

VI. Adjournment

380.1 THERAPY DOGS IN SCHOOLS

The Board of Education supports the use of therapy dogs by school personnel or other qualified individuals (hereinafter referred to as “handler”) for the benefit of its students, subject to the conditions of this policy.

A “therapy dog,” as defined by this policy, is a dog that has been individually trained and certified to work with its handler to provide emotional support, well-being, or comfort to school district students. Therapy dogs are the personal property of the handler and are not owned by the District. Therapy dogs are not “service animals” as defined within the Americans with Disabilities Act. The use of service animals in the schools is governed by District Policy. Therapy dogs are meant to help all students and are not specifically identified as support for those students with documented disabilities.

Therapy Dog Standards and Requirements

The following requirements must be satisfied before a therapy dog will be allowed in school buildings or on school grounds:

1. **Submission of Written Request.** A handler wishing to bring a therapy dog to school must submit their written request to a principal or designated building administrator. Prior approval must be secured before the animal may be presented. The request must be renewed each school year, or whenever a different therapy dog will be used.
2. **Training, Registration and Identification.** The therapy dog must be at least one year old, registered as a therapy dog pursuant to the list below, and wear appropriate identification signifying it as a therapy dog at all times.

Only therapy dogs that hold the current title of American Kennel Club Therapy Dog or that are registered/certified by one of the following national therapy dog organizations will be approved:

- a. Alliance of Therapy Dogs - Nationwide Therapy Dog Association
- b. Therapy Dogs International
- c. Pet Partners
- d. Bright and Beautiful Therapy Dogs
- e. Love on a Leash

All certificates of registration must be submitted at the time of the request to bring a therapy dog to school. The certifications must remain current at all times.

3. **Pet License.** The therapy dog must be properly licensed in the county in which they are kept. They must wear their license identification tag at all times. The handler must submit proof of current licensure from the local licensing authority at the time of the request to bring a therapy dog to school.
4. **Health and Safety.** The therapy dog must be clean, well groomed, in good health, housebroken, and immunized against diseases common to dogs. Proof of the therapy dog’s current vaccinations and immunizations from a licensed veterinarian must be submitted at the time of the request to bring a therapy dog to school.

The therapy dog must not pose a health or safety risk to any student, employee, or other person at school. Health risks include allergies. If any student or school employee assigned to a classroom in which a therapy dog is permitted suffers an allergic reaction to the therapy dog, the handler of the animal will be required to remove the animal to an alternative location designated by an administrator if such location is available.

5. **Proof of Insurance and Liability.** The handler of a therapy dog is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy dog. The handler must submit a copy of an insurance policy that provides liability coverage for the therapy dog while on school property.
6. **Behavior Expectations and Control.** Therapy dogs must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. The therapy dog should not display any behavior infringing on the rights of others or disrupting the educational process, including sniffing, begging, whining, growling, barking, wandering, jumping or any other undesirable behavior. When there is a difference between their governing therapy organization or the school system policy/procedure, the handler must abide by the more stringent rules.

A therapy dog must be under the control of the handler through the use of a 4-foot leash or other tether. The handler shall only allow the therapy dog to be in areas in school buildings or on school property that are authorized by school administrators.

7. **Supervision and Care of Therapy Dogs.** The handler is solely responsible for the supervision and care of the therapy dog, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy dog.

Even if the above requirements are met, the District reserves the right to deny the use of a therapy dog in the schools.

Exclusion or Removal of a Therapy Dog from School Property

The goal of the presence of a therapy dog is to positively enrich the learning environment. Any deviation from this will result in removal of the therapy dog from school property. A therapy dog may be excluded from school property and buildings if a school administrator determines that:

- a. A handler does not have control of the therapy dog;
- b. The therapy dog is not housebroken;
- c. The therapy dog presents a direct and immediate threat to others in the school; or
- d. The dog's presence otherwise interferes with the educational process.

CROSS REF: 380 – Animals in the School

APPROVED: **TBD**

380 ANIMALS IN THE SCHOOL

The Board recognizes that animals have educational value in the school setting, but only under conditions that insure the safety and well-being of the students, staff, and the animal. Live animals in the classroom provide opportunities to learn about diversity, habitat, humane care, animal growth and development, reproduction and behavior. A teacher must have a clear understanding of and a strong commitment to the responsible care of living animals before making any decision to use live animals for educational study. Preparation for the use of live animals should include acquisition of knowledge on care appropriate to the species being used including housing, food, exercise, and the appropriate placement of the animals at the conclusion of the study. Reputable pet stores in the community are excellent resources to help a teacher answer these questions.

Prior approval must be received from the building administrator before any animals are brought into the school (appendix ***Exhibit A***). Animals in schools shall be planned and approved in accordance with established procedures.

Purpose of Animals in the Schools Policy

A written, Board-approved Animals in the Schools policy will:

- Ensure a safe learning environment for both people and animals
- Maximize the beneficial impacts of animals in the school setting
- Establish guidelines for the integration of an animal into the classroom setting
- Help teachers with the decision-making process with regards to whether or not to include an animal into the classroom setting
- Provide guidelines for animal visitations to the classroom

Resident Animals in Schools

Consideration of a Resident Animal

Live animals in the classroom provide opportunities to learn about diversity, habitat, humane care, animal growth and development, reproduction and behavior.

A teacher must have a clear understanding of and a strong commitment to the responsible care of living animals before making any decision to use live animals for educational study. Preparation for the use of live animals should include acquisition of knowledge on care appropriate to the species being used including housing, food, exercise, and the appropriate placement of the animals at the conclusion of the study. The Humane Society, pet stores and veterinarians in the community are excellent resources to help a teacher answer these questions.

Animal Selection

Teachers considering an animal must assure that animals entering the classroom are healthy and free of transmissible diseases or other problems that may endanger human health.

Approval of Resident Animal

Prior approval of the building administrator must be obtained before consideration is given to an animal residing in the school setting. The building administrator, nurse, and requesting teacher will consider all aspects of this policy prior to approving a study of health risks to students and staff members that will be using the classroom space in which the animal will reside.

Upon the approval of the building administrator, the requesting teacher will survey all students and staff using an allergy information form (appendix ***Exhibit B***). The teacher should modify the top portion of the form to reflect the animal being considered as a resident animal.

When all student allergy survey forms have been returned, the building administrator, nurse and requesting teacher will review the data and make a final decision regarding the approval of a resident animal. Student allergy forms should be kept on file at the building office.

Care of Resident Animal

The classroom teacher must assume primary responsibility for the humane treatment of the animal while in the classroom. Animals must be properly housed, have adequate food and water, and their habitats must be kept clean on a daily basis.

The classroom teacher is responsible for developing guidelines for student/animal interaction. These guidelines should include student training on how to handle the animal.

Education with animals should be used to re-emphasize proper hygiene and hand washing recommendations. All children who handle animals should be instructed to wash their hands immediately after handling them.

Animals should not be allowed in the vicinity of sinks where children wash their hands, in any area where food is prepared, stored, or served, or in areas used for the cleaning or storage of food utensils or dishes. Children should not be allowed to handle or clean up any form of animal waste (feces, urine, blood, etc.). Animal wastes should be disposed of in accordance with universal precaution's procedures as referenced in the district's blood borne pathogen policy.

Animals should not be allowed to roam free around the classroom or school.

If animals are to be kept in the classroom on days when classes are not in session, the teacher must make arrangements for their care and safety. No animals will be housed in the schools during the summer break or when school is not in session. Students are allowed to take the animal(s) home with parent permission.

Any time a resident animal bites or scratches a person, the classroom teacher will notify the building administrator, parents, and the school nurse. It is the responsibility of the building administrator to determine if additional measures need to be taken.

There should be a plan in place to provide for the care of resident animals in the event of an emergency school closing.

If the teachers and/or building administrator becomes aware of potentially harmful health or safety concerns, adverse smells or disruptive sounds regarding animals in the school, he/she is directed to take appropriate steps, including removal of the animal if necessary.

Transportation of Animals

Animals may not be transported on school buses with the exception of animals certified to assist persons with disabilities.

Animal Visitation to Schools

From time to time there will be a request by a student, parent, PTA, or other organization to allow an animal to visit the school setting. The building administrator must approve all requests for such visitation. The same guidelines as those considered when approving a resident animal should be taken into consideration when determining whether an animal visitation may occur.

Certified Service Dogs

Dogs that are specifically certified to assist individuals with disabilities will be permitted on district property and at district events. For students, the need for a service dog will be documented in the individual educational plan (IEP). This plan will also include any necessary precautions.

CROSS REF: **380.1 – Therapy Dogs in Schools**

APPROVED: July 9, 2001

Revised: **TBD**

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	
<p>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.</p>	

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

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TBD