

**SCHOOL DISTRICT OF ABBOTSFORD
COMMUNITY USE OF SCHOOL FACILITIES**

830

The buildings and properties of the School District of Abbotsford shall be available for community use under conditions prescribed or permitted by law and in accordance with the adopted policies of the School Board.

The School board may grant special requests, waived the fees, requested additional requirements or refuse the use of all school facilities to any applicant to ensure proper usage and adequate safeguards.

Organizations or individuals wishing to schedule use of school facilities will make applications for approval to:

1. The athletic director for gymnasium rental
2. The pool director for pool rental
3. The principal for rental of other school areas

*All approvals will be coordinated by the Middle/Senior High Administrative Assistant

Application will be denied if previous usage has been detrimental. Authorization for use of school facilities by outside/community agencies or individuals shall not be considered as an endorsement of or approval of the activity, group, organization, individual, or the purpose they represent.

The following order shall be used in determining priority of use.

1. Any school function connected with the educational program or any of the school sponsored activities.
2. Adult education classes approved by the administrator and/or the School Board.
3. Resident organization of the district whose meeting are of non-political or non-religious nature.
4. Non-resident organizations of a non-political or non-religious nature
5. All other organizations, individuals, groups, or use.

CLASSIFICATION OF USERS

Fees to be charged, insurance and liability coverage required, and types and numbers of supervisors or supervisors needed will be determined in part by the classification of users. Note: With a majority vote of the Board of Education, fees may be waived.

CLASS A: School Affiliated Groups

1. Student school groups including tournaments, clubs, concerts, and meeting.
2. School sponsored groups such as workshops, classes, committee meetings, community recreation programs, and educational advisory groups.
3. Local organizations or student support groups such as the PTO and Booster Club who raise funds for the purpose of support Abbotsford Students and programs.
4. Educational meeting/workshop requests with local involvement such as CESA. DPI regional, county, or state school performances.
5. Meetings of an educational nature or of concern to the general public of the community by local organizations sponsoring a program free to the public (Example The Red Cross Bloodmobile, health screening, etc.)

CLASS B: In-District Organization-Affiliated Groups which are Non-Profit

Examples of non-profit community-affiliated groups are the Boy Scouts and Girls Scouts, officially appointed groups of the municipal government, local service clubs, church-sponsored groups, North Central Technical College, Abbotsford Lions Clubs, and the Chamber of Commerce which are included in the insurance program of a regional, state, or national organization. Class B also includes recreational groups comprising of district residents. These organizations will be asked to provide a certificate of insurance from their organization.

CLASS C: In-District Miscellaneous Groups

This class includes in-district groups such as individuals, parents, residents, for-profit groups and businesses.

CLASS D: Out-of-District groups (Non-Profit)

This class included out-of-district organizations and groups that are non-profit, charitable, political, philanthropic, recreational, civic, non-commercial, and/or exist for non-personal purposes such as community organizations and service/social groups. Out-of-district groups must secure permission for rental for the School Board 60 days in advance of the event.

CLASS E: Commercial Ventures (For-Profit)

This class includes commercial ventures where the major share of the profits go to a for-profit organization outside the district. Out-of-district for-profit groups must secure permission for rental from the School Board 60 days in advance of the event.

Policy Adopted: August 18, 1980
Policy Revised: August 19, 1996
Policy Revised: September 15, 2014
Policy Revised: April 10, 2017

The School District of Abbotsford does not discriminate on the basis of age, sex, race, religion, national origin (including limited English proficiency) ancestry, creed, pregnancy, marital status, parental status, sexual orientation, physical disability, mental disability, emotional disability, learning disability, or any other reason prohibited by law.

SCHEDULE OF FEES AND REQUIREMENTS FOR COMMUNITY USE OF FACILITIES USER MUST CLEAN AND PROVIDE SUPERVISION

FACILITY USE CHARGE PER CLASSIFICATIONS OF USERS

	A	B* *3 hr. use or less no facilities charge; additional hours @ \$10/hr	C	D	E
School Grounds	-	-	-	\$20/hr+(a)(d)	\$50/hr+(a)(d) plus 10% gate
South High Gym	(a)	(a)(d)	\$10/hr+(a)(d)	\$20/hr+(a)(d)	\$50/hr+(a)(d) plus 10% gate
Jr/Sr High Kitchen	(a)(b)	(a)(b)(d)	\$10/hr+(a)(b)(d)	\$20/hr+(a)(b)(d)	\$50/hr+(a)(b)(d)
Jr/Sr High Cafeteria	(a)	(a)(d)	\$10/hr+(a)(d)	\$50/hr+(a)(d)	\$50/hr+(a)(d)
Swimming Pool	\$20/hr+(a)(c)	\$20/hr+(a)(c)(d)	\$20/hr+(a)(c)(d)	\$50/hr+(a)(c)(d)	\$100/hr+(a)(c)(d)
Classrooms	-	(a)(d)	\$10/hr+(a)(d)	\$20/hr+(a)(d)	\$50/hr+(a)(d)
North Gym	a)	(a)(d)	\$10/hr+(a)(d)	\$20/hr+(a)(d)	\$50/hr+(a)(d)
Elementary Kitchen	(a)(b)	(a)(b)(d)	\$10/hr+(a)(b)(d)	\$20/hr+(a)(b)(d)	\$50/hr+(a)(b)(d)
Elementary Cafeteria	-	(a)(d)	\$10/hr+(a)(d)	\$20/hr+(a)(d)	\$50/hr+(a)(d)

PAYMENTS FOR RENTAL OF SPACE SHOULD BE MADE OUT TO SCHOOL DISTRICT OF ABBOTSFORD.

a. CUSTODIAL STAFF FEES: The Board reserves the right to assign a school custodian to be on duty for any use of school facilities to ensure that buildings and equipment are properly cared for and the building securely locked. A flat rate of \$25/hour will be charged. To groups that are deemed by administration to be sufficiently large enough to require extra custodial coverage the group will be charged accordingly. The only exception to having a custodian present will be in the case of a small group of students or adults (10 or less) under the supervision of a teacher or other school employee who is willing to accept the responsibility for the activity. Permission must be secured in advance from the principal or district administrator for this exception. The district cannot guarantee that personnel will be available for all events, consequently a custodian may not always be on duty during open hours of the Abbotsford Wellness Center.

b. USE OF KITCHEN/FEES: At least one of the regularly employed cooks must be present and in charge when kitchen facilities are used for food preparation and serving purposes (this does not fall under the three hour no charge exclusion). If the facilities are to be used for serving light refreshments (coffee and cookies, etc) no cook needs to be present. A flat rate of \$25/hour will be charged to the group requiring the facilities. The district cannot guarantee that personnel will be available for all events.

c. USE OF POOL FEES: Includes swimming pool and locker room. The group must pay their own accredited lifeguard from an approved list provided by the Athletic Director.

d. PROOF OF INSURANCE OR INDEMNIFICATION (HOLD HARMLESS) REQUIRED.

Policy Adopted: August 18, 1980
 Policy Revised: August 19, 1996
 Policy Revised: September 15, 2014
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1. **PERMIT TRANSFERS:** A permit **is** not transferable nor extendable. If the event is to be cancelled, the applicant should notify the principal at least forty-eight (48) hours in advance of the date reserved. Any costs incurred as a result of the cancellation will be the responsibility of the permit holder.
2. **PERMIT LIMITATIONS:** The granting of a permit for the use of one part of a building confers no privileges for the use of any facilities other than those stated in the permit. It does not include any other time or times for preparation, practices, rehearsal, or use, unless specified in the permit.
3. **PERMIT PRIORITY:** Regular school activities have priority for all space. The District Administrator has the prerogative to cancel the use of a building, even after a permit has been issued, if the facility is needed for an educational program of the school.
4. **PERMIT CANCELLATION:** All permits are subject to immediate cancellation if it is discovered that information given on the application is misrepresented. Violations prohibited by law by a permit holder of any facility use requirement, or by any reason prohibited by law may be cause for the cancellation of all existing permits and the denial of any permits in the future. The Board of Education and its agents are to be held harmless for any expenses or losses incurred by the sponsoring organization due to such cessation.
5. **REMOVAL OF MATERIALS AND EQUIPMENT:** Scenery, decorations, or equipment provided by the holder of a permit must be removed from the school building promptly after the performance or other use so as not to interfere with school activities. If there is a delay, the removal may be made by the school district at the expense of the permit holder.
6. **RENTAL OF EQUIPMENT:** The use of school facilities does not include use of school equipment. No equipment shall be loaned for use by individuals, non-school organizations or employees unless approved by the administration.
7. **PRESENCE OF SCHOOL EMPLOYEE:** A school custodian, other employed staff member, or officially trained sponsor is required to be on duty during the use of any school facility.
8. **SUPERVISION:** Organizations using the building and facilities must be supervised by an adequate number of adult sponsors to assure proper care and use of school property.
9. **ACCESS:** The Board or its authorized representative may monitor the premises at any time.
10. **USE OF SCHOOL BUILDINGS AND GROUNDS FOR ACTIVITIES OTHER THAN SCHOOL ACTIVITIES:** The Board of Education is the final authority and judge as to whether a potential user meets these conditions. The Board retains the right to accept or reject any or all requests for the use of school facilities.
11. **INSURANCE/LIABILITY:** All permit holders agree to indemnify and hold the Board harmless from any property damage or bodily injury that may arise from the holder's use or occupancy of District property. At the Board's discretion, outside users may be required to sign indemnification and hold harmless agreement. Upon discretion of the Board, groups may be required to furnish bonds or a certification of insurance naming the School District of Abbotsford as an Additional Insured for the event(s) and date(s) in question. Factors the Board will consider when imposing additional requirements include but are not limited to:
 - a. Outside user's status as a profit or non-profit entity.
 - b. Whether or not the user will realize revenue to benefit the District or the event sponsor.
 - c. Whether or not the cost of insurance coverage can be built into the event and recovered through revenue generated by the event.
 - d. The inherent risk of the event itself.

12. **DESTRUCTION AND LOSS OF SCHOOL PROPERTY:** The renter or group using the building must agree to restore to original condition any unwarranted destruction of property and pay compensation for any loss of school property. The administrator with Board approval shall be the sole judge of unwarranted destruction or loss of school property.

LIMITATIONS OF USE

1. **ADVERTISING THE ORGANIZATION'S USE FOR THE SCHOOL FACILITIES:**

Promotional materials such as signs, banners, pennants, or other items will not be distributed to students or staff. Organizations must submit these materials to the school principal for approval and posting in public hallways or common areas.

2. **SMOKING:** Smoking is prohibited in all school buildings and on all school grounds.

3. **ALCOHOL OR OTHER CONTROLLED SUBSTANCES:** No alcohol beverages or controlled substances, other than prescription drugs are permitted at any time. Any violation of this rule will prohibit future use.

4. **CONDUCT:** Sponsoring organization will conduct orderly meeting; they will not incite others to disorder; and they will not be abusive of other groups or individuals by any reason prohibited by law.

5. **UNLAWFUL PURPOSE:** No school building, facility, or grounds, will be used for unlawful purposes. Activities promoting any theory or doctrine subversive to the laws of the United States or any political subdivision thereof and/or advocating governmental change by violence is prohibited.

6. **PRIVATE PARTIES:** School facilities shall not be used for parties or celebrations that are essentially private in nature such as birthdays, anniversaries, and other similar parties. Rental of the swimming pool is an exception; however, such rental must follow district guidelines.

7. **DISCRIMINATION:** No group that limits membership in, or attendance at, its activities by any reason prohibited by law, or participated in activities that are discriminatory by any reason prohibited by law shall be allowed to use school buildings or grounds.

8. **COMMUNITY MORALS, MANNERS, AND TASTE:** Any activity that may violate the canons of good moral, manners, taste; by any reason prohibited by law; or be injurious to the buildings, grounds, or equipment is prohibited.

**SCHOOL DISTRICT OF ABBOTSFORD
BUILDINGS/FACILITY USE APPLICATION AND PERMIT**

830-Form 1

**cc: Principal File
Facilities Director
User/Organization**

It is agreed between the **School District of Abbotsford**, hereinafter referred to as **District**, and

_____, hereinafter referred to as **PARTICIPANT** that the District shall allow the participant access and the use of facilities as conditioned and described below, subject to all of the policies and procedures of the District Board of Education, in consideration of:

Organization Requesting Use: _____

Name of Contact Person: _____

Address: _____

City/State/Zip Code: _____

Telephone number Daytime _____ Nighttime _____

Facility Requested: _____

Purpose of Rental (Be specific when describing any recreational activity):

Number of participants: _____ Names of Supervisors: _____

Supervision Plan for Minors: _____

Date(s) of Use: _____

Time of Use: From _____

Will an admission fee be charged? (Circle one) YES NO

Participant Eligibility Requirements for Each Activity (Age, Residency, Prior Experience, Etc.): _____

Required Personnel Needed: _____

This Permit shall serve as a Recreational Agreement as defined by Wisconsin Statute Section 895.523

Please read the following requirements carefully, sign, and date this request:

The Participant/Participant's representative has read and agrees to the rules and regulations outlined in Community Use of School Facilities Policy 830 and other relevant school board policies of the School District of Abbotsford.

1. The Participant/Participant's organization hereby agree and undertake to save and hold harmless the School District of Abbotsford from any and all claims for damages, personal or otherwise, that may arise out of the use of the property, whether by a member of this organization or by other persons using or enjoying said property and without regard to whether the damage, personal or otherwise is brought about or caused by negligence either on the part of the representative, organization, the school district or all three. Wisconsin Statute Section 895.523 "Immunity from Liability for School Boards that Provide Public Access to School Grounds for Certain Recreational Activities" provides school districts from immunity from liability for injuries caused by or to a person engaged in recreational activities on school grounds pursuant to an appropriately drafted recreational agreement. This liability coverage does not extend to pools, weight rooms, or gymnastics equipment.
2. The Participant/Participant's Organization is required to provide the School District of Abbotsford with proof of liability insurance coverage for the single event or days involved, such coverage to specifically hold harmless this school district, its school board and its staff from any liability arising out of the use of this district's facilities, grounds and/or equipment. Such proof of insurance coverage shall be provided in advance of any use or permission to use.
3. The Participant/Participant's organization will be responsible for and agrees to pay for breakage or damages to either the building or its contents.
4. The Participant/Participant's Organization understands and agrees that this contract/permit does not establish an employer-employee relationship between the User and the District; that the event is not a school conducted or school sponsored event; and that the school will not exercise any physical or other control over the operation of the event other than those already spelled out in the agreement and the Board policies.
5. User Accepts all Responsibility for Notifying Participants of Participants Assumption of Risk. Participant(s) Organization accepts sole and exclusive responsibility for (1) notifying participants of these requirements, (2) providing participants with any legally-required notice(s), (3) distributing the hold harmless notification, and (4) obtaining from participants (or their parents or guardians) any legally-required permissions as may be associated with holding a recreational activity under this Agreement. This responsibility of the User includes, but is not limited to, (1) the provision of any mandatory notices that must be provided regarding risks of participation and/or participant's assumption of risks, and (2) the provision and return where applicable, of an information sheet related to head injuries and concussions. The User further agrees to accept, assume, and be legally responsible for any and all liability related to providing such notices and obtaining such permissions, including but not limited to defending against all claims and paying for all damages, fees and costs related thereto.

Additional Comments or Restrictions: _____

Participant Organization	MS/HS Principal (Signature & Date)
Representative Signature & Title (if applicable)	_____
_____	Facilities Director/Food Service Director (Initials)

For Office Use Only:

It is agreed between the **School District of Abbotsford**, hereinafter referred to as **District**, and

_____, hereinafter referred to as **PARTICIPANT** that the District shall allow the Participant access and the use of facilities as conditioned above, subject to all of the policies and procedures of the Board of Education, in consideration of:

\$ _____ rental fees

\$ _____ custodial or other staff costs

\$ _____ other miscellaneous costs: _____

\$ _____ TOTAL PAYABLE TO SCHOOL DISTRICT OF ABBOTSFORD

School Use: Classification: A B C D E Other _____
Special Insurance Needed: Yes _____ No _____ Attach Evidence

Total Cost for Use \$ _____ Paid on _____

**SCHOOL DISTRICT OF ABBOTSFORD
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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By participating in the use of premises described below:

_____ agrees to indemnify and hold harmless the School District of Abbotsford, its
(Participant's name/organization)

board members, employees, officials, agents, or agents' employees from all loss, damages, liability or claims arising

out of _____ operations or use of the premises, except to the extent same are causes
(Participant's name/organization)

by the negligence or misconduct of the School District of Abbotsford.

_____ agrees to handle, respond to, investigate and defend, at its sole
(Participant's name/organization)

expense, any claim or alleged claim made against the School District of Abbotsford, its board members,

employees, officials, agents, or agents' employees, arising out of the conduct of _____
(Participant's name/organization)

operations and/or use of the premises and shall bear all other costs and expenses related thereto.

If you have any questions contact:

Participant Name/organization _____

Address _____

Telephone Number _____ Person(s) Responsible _____

Signature _____ Date _____

It is the responsibility of the Participant organization to notify all participants of these requirements and distribute this hold harmless notification.