

The Richmond Board of Education subscribes to the notion that the public schools are owned and operated by and for its patrons. Schools become an integral part of the community in terms of its intellectual and social expression and development. To this end, the Board encourages the public use of school facilities in accordance with the provisions of Sections 120.12(9) Wis. Stats and 120.13(17).

The right to authorize the use of the school facilities will be retained by the Board and/or District Administrator through their designated coordinator. Such use will be determined by this District policy and will be permitted only at such times as the facilities required are free from District curricular and extracurricular activities.

The Board of Education shall have the final authority to refuse the use of school facilities when it determines that it would be in the best interest of the school district to do so. Some restrictions are necessary to protect the schools and school equipment against damage and from increased operating cost due to extended and after-school use of such facilities. The Board recognizes that these facilities are, to a large degree, financed and supported by the citizens of the community. Therefore, some rules and regulations pertaining to their use must be adopted and fees must be charged to cover the additional operating expenses incurred.

Authorization for use of school facilities will not be considered as an endorsement of or approval of the activity group or organization nor the purpose they represent. Activities that serve Richmond students but are not sponsored by the District receive second preference. Activities unassociated with the District receive the final preference.

### **School Sponsored Activities**

- A. All school-sponsored activities, approved by the District Administrator, will have precedence over other requests for the use of the facilities.
- B. A school employee must be present at all such events.
- C. School equipment will not be taken from the school premises without the prior approval of the District Administrator.

### **Community Associated Groups for Richmond student or parents**

Organizations whose purpose is the promotion of activities for Richmond students or parents are in this group. Designated community associated non-profit groups include, but are not limited to

- A. Civic youth groups (Boy Scouts, Girl Scouts, PTOBC, LEGO Team)
- B. Recognized youth athletic groups/organizations
- C. Recognized activities groups/organizations
- D. Resident neighborhood associations

### **Out-of-District Organizations and Activities for Which an Admission Fee is Charged**

1. Activities by organizations as outlined above may be scheduled in school facilities. Such activities, except those sponsored by the school, will be subject to the payment of rental fees.
2. Admission fees may be charged by the organizations providing it is legal and permissible on school premises as outlined in Board Policies, Town Ordinances, and State Statutes.

3. The District Administrator or designee grants permission for the use of school facilities and all permits granted must comply with the general provisions and Board regulations as set forth in this policy.
4. Activities sponsored by District organizations will take precedence over those sponsored by out-of-district groups.

In the event a school activity is scheduled that conflicts with a previously scheduled non-school use, the school activity will have precedence. The District Administrator or designee shall contact the designated representative of the non-school user as soon as possible to notify the non-school user of the conflict. The school district has no obligation to find a substitute facility for the non-school user.

Any activity which could cause damage to buildings, property or individuals is prohibited in District owned buildings or on District owned land. Individuals who use district buildings and/or equipment shall be liable for any damage done to any property and for any expense incurred in consequence of such use of school grounds, facilities and equipment.

The Board recognizes and follows Wisconsin State Statute 120.13, which describes the kinds of groups which may utilize school buildings, facilities, and the kinds of activities which may be conducted.

Full responsibility rests with the group using the school facilities to maintain adequate security and to leave the facilities in the same condition as they were before usage. If district policies are not appropriately followed, consequences outlined in this policy and Exhibit, Facilities Use Agreement will be enforced.

## **General Provisions and Board Regulations**

### **A. Applications for Permit**

Requests for permits will be filed on forms provided by the District and available at the District Office. Applications will give sufficient lead-time for the school to analyze the needs and make all necessary arrangements. Applications will not be considered until after the school year calendar has been adopted. The application will specify the total facilities and equipment requested, the date(s) needed, and the time.

### **B. Permits**

1. The Richmond School Facility Use Form will define all parts of the agreement, including rental fees and support schedules, that apply to issued permits
2. The person who represents the user and the using organization will be held responsible for enforcing all rules and regulations under which the permit is granted, for payment of any damages to school property, for payment of all financial obligations which may incur as a result of granting the permit, and for payment of any and all taxes which may become due as the result of granting the permit.

### **C. Hold Harmless and Indemnification**

1. The User shall protect, indemnify, save, and keep harmless the District against and from any and all claims, losses, liabilities, judgments, causes of action, costs, and expenses (including reasonable attorney fees) arising out of, in connection with, or resulting from

the use of the facilities by the User or any of its agents, contractors, employees, invitees, permittees, program participants, or licensees on or about the facilities, except for damage or injury caused by the District's sole negligence.

#### D. Insurance

1. At the sole discretion of the Board of Education and/or District Administrator, User may be required to furnish evidence of insurance, including naming the Richmond School District as an additional insured.
2. If required, the User shall, at no cost to the District, maintain and provide Commercial General Liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage. The District must be named as an additional insured. Certificates of Insurance must be on file with the District prior to any use of premises.

#### E. Personnel Requirements

1. All activities staged and operated in the building and/or the grounds under Board jurisdiction will be attended and monitored by a designee of the District Administrator. The designee will be responsible for the security of the building and will be available to provide supplies and equipment necessary to activities, but will not serve as a supervisor for the organization or activity using the facilities.
2. If the activity does not affect the District designee's normal work schedule, no fee for this service will be charged. If a District designee must be available to support the activity, or if overtime is required, a charge covering the cost will be made where allowed by the statutes.
3. When school-owned equipment is requested for use by an approved organization for use on site, the District will require a responsible person to be present to operate said equipment. Cost for this service will be borne by the using organization.

#### F. Supervision

1. Applicants must provide sufficient supervisors, chaperones or crowd control personnel to satisfy the administration that the event will be controlled.
2. Police services may be required. The District Administrator or his/her designee will determine the need for these services.
3. The organization and its supervisors will be liable for any damages done to school property.

#### G. General Conditions

1. No alcoholic beverages will be consumed, sold, given, or delivered in the school building or on the school premises.
2. There is to be no use of tobacco or electronic cigarettes in the building or on the school grounds.
3. No school property or equipment will leave the school premises.
4. Exterior doors must remain locked until the adult supervisor in charge of the activity arrives.
5. Activities will be scheduled to end by 8:30 p.m. except when permission may have been granted for an extension.

6. During specified periods when students are not in attendance, the building maybe unavailable for use so that cleaning and maintenance programs will be uninterrupted.
7. No food or drink is allowed in the gym.
8. Definition of Half-Day: A half-day or evening will be equivalent to four (4) work hours.  
Definition of Resident: A resident per Wisconsin Statutes is an individual who resides within the boundaries of the school district. The place the individual resides in is where he/she normally sleeps.
9. The following schedule of fees will apply.

School-sponsored activities, school or student-related groups (PTO, Booster Club, Scouts, etc.), or resident groups of Richmond School District = No Fee

Non-profit community groups consisting of a majority of Richmond residents whose purpose is non-political = Fee Schedule A

Same as above – majority of non-District residents = Fee Schedule B

For profit organizations and organizations charging admission fees = Fee Schedule C

### **Fee Schedule**

The fee schedule applies to a per-evening or four-hour time block; plus, supervisory fees if applicable. No supervisory fee will be charged on school days Monday-Friday until 8:30 p.m.

<b>ROOM</b>	<b>A</b>	<b>B</b>	<b>C</b>
Gym	10.00	15.00	60.00
Commons/Cafeteria	10.00	15.00	30.00
Kitchen	10.00	15.00	30.00
Community Room	5.00	10.00	15.00

#### H. Final Authority

Complete authority rests with the Board of Education and its designated representatives as to the following:

1. Who will receive permits for use (free or rental) of school facilities.
2. The amount of fees and charges to be made for the use of school property and services rendered.
3. The school personnel needed to support each activity.
4. What school equipment may be used.

5. The hours of opening and closing the school buildings and the specific times that school facilities will be available for use and rental.
6. The general rules and regulations to be observed while using School District buildings, property, and grounds.
7. Resolution of conflicts in scheduling rests with the Board's designee.
8. In the interest of public health, the serving of food items will be restricted to specified areas.

Legal References:

**Wisconsin Statutes**

[120.12\(1\) \[Management of School District\]](#)

[120.12\(9\) \[Discussion of Public Questions\]](#)

[120.13\(17\) \[Temporary Use of School Facilities\]](#)

[120.13\(19\) \[Community Programs and Services\]](#)

[120.13\(21\) \[Lectures\]](#)

[121.02\(1\)i \[Healthy and Safe Facilities\]](#)

[895.52 \[Recreational Activities; Limitation on Property Owner's Liability\]](#)

[895.523 \[Recreational Activities in a School Building or on School Grounds, Limitation of Liability\]](#)

[895.525 \[Participation in Recreational Activities; Restrictions on Civil Liability, Assumption of Risk\]](#)

**Federal**

[Equal Access Act of 1984](#)

[Boy Scouts of America Equal Access Act Of 2001](#)

Adopted: 3/11/02

Reviewed: 5/12/08, 3/12/18