

McFarland School District

Administrative Rule 7510

DISTRICT FACILITIES USE

A. Application/Scheduling

1. The approval of all McFarland School District (MSD) facilities requests shall be the responsibility of the Building and Grounds Department. The district shall use online software to facilitate this process. Appropriate MSD Directors, including but not limited to the Athletic Director, Aquatics Director, Recreation Coordinator and other specific area users shall work with Building and Grounds Department to accomplish scheduling needs for users.

2. The District administration is authorized to permit school, community, public and civic groups to use District facilities when such use meets established facility use criteria and does not conflict with the regularly scheduled programs of the school. In the event, a school activity is scheduled that conflicts with a previously scheduled non-school use, the school activity will have precedence. The appropriate Director or designee shall contact the designated representative of the non-school user as soon as possible. The school district has no obligation to find a substitute facility.

3. Approval of requests for use of District facilities shall be governed on the following priority basis and may require fees:

1. MSD school-sponsored activities
2. MSD Athletics
3. MSD Community Recreation*
4. Recognized MSD School or Community Recreation affiliated groups
5. District resident civic and service organizations (non-profit)
6. Other users (for-profit)

**Participants in MSD Community Recreation and Pool activities will have fees charged based on the activity in which they participate. Please note fees differ for participants based on whether they are a resident of the school district or not a resident of the school district. Open Enrollment families are not considered residents of the McFarland School District for purposes of MSD community recreation. Non-residents do not contribute property taxes to these facilities and no state aid is provided to MSD for Community recreation or pool purposes for non-resident student families.*

4. Requests to use school facilities for all events shall be made online using the MSD facility use program. [Facility Request System](http://www.mcfarland.k12.wi.us/district/Dist-Staff-MaintFac.cfm)
<http://www.mcfarland.k12.wi.us/district/Dist-Staff-MaintFac.cfm>

- Requests for instructions on how to submit facility requests should be directed to the Building & Grounds Administrative Assistant 608-838-4573

5. The District reserves the right to deny any facility use request or terminate any agreement at any time with or without cause. In the event of such denial or termination, there shall be no claim or right to damages or reimbursement on account of any loss, damage or expense incurred. Use of facilities and/or equipment may be denied because of, but not limited to building maintenance, operations, security, weather conditions, lack of staff availability, or failure to pay previous charges in full.

6. District facilities are to be used only as designated on the approved Facility Use Request. The purpose of use must be stated on the request; deviation from the approved purpose will be considered a breach of contract and may result in denial of future use of District facilities. Use of District facilities shall be restricted to activities that will not create unusual wear or depreciation on the facilities or equipment.

7. All cancellations or changes must be made at least three (3) business days prior to the scheduled usage or the user may be billed for the entire facility use fee or the actual costs incurred by the District.

8. Use of facilities (including use by school or school-affiliated groups) on school observed holidays (as defined in the personnel policies for school district custodial and maintenance staff) or emergency closure days (i.e. inclement weather) is not permitted except under very unusual circumstances (and requires approval in advance of scheduling the activity/event by the Superintendent or designee). In the event inclement weather, activities scheduled for times that are not affected by inclement weather and the facilities can be used safely will be at the discretion of the School Superintendent or designee.

In the event of an emergency closure, facility rental charges will be waived for each day of closure. Facility users will, however, be invoiced for costs related to moving of furniture or equipment that was required for the activity or event. If a school is open during inclement weather, it is the responsibility of the facility user to determine their use of the space. The District shall not be liable for any loss of income due to inclement weather, public emergencies, acts of God, or for any other reason whatsoever. In the event, any fault or neglect by the District or its failure to satisfy any obligations under the Facility Use Agreement, the liability of the District shall be exclusively limited to the refund of any amounts paid by the facility user.

9. Overnight (ie--Midnight to 6am) use of school district facilities is not allowed unless related to a school-sponsored activity and approved by the school Superintendent or designee.

10. Facility Use Requests shall expire annually on June 30th. No request/agreement is transferable to another party. Contracts for groups using facilities on a regular schedule may be negotiated with Director of Business with regards to the amount of time, facility of usage and applicable fee structure.

B. Supervision

1. The Appropriate Director or designee is responsible for the supervision and overseeing the protection of District facilities. The appropriate Director shall use sound judgment and authority in exercising this responsibility.

2. Unless specifically authorized, a District custodian or other authorized district employee shall be on duty and available during non-school time use of District facilities (except for Community Recreation Department, Aquatics Department, and athletic department). The District custodian or other authorized employee will be responsible for opening the facility and areas to be utilized (including deactivating the alarm system), periodically checking each facility, facilitating the resolution of any problems, and closing/locking-up the facility (including activating the alarm system). The school district employee shall not, however, serve as a supervisor for the group or organization using the facilities. The cost of District personnel shall be reimbursed by the requesting group or organization at the rate(s) identified in the Facility Use Fee schedule.

Facility users shall designate one or more on-site representative(s) a person in charge. The person in charge shall be present when the facility is opened for their use and remain on-site at all times during the activity and until the custodian or authorized District Employee arrives to close the facility.

In the event of an emergency situation, such as fire or severe weather, the adult in charge shall direct all attendees per posted emergency procedures. The designated adult in charge shall be responsible for the welfare of all attendees in the event of an emergency.

3. Facility users shall provide a sufficient number of responsible adults (age 21 or over) to serve as supervisors, chaperones or crowd control to ensure that the activity or event will be safely controlled and to ensure proper use/care of District property for the duration of the facility use.

4. Applications are approved for specific facilities, areas, and date(s)/times(s). Facilities will be opened by designated District personnel only if there is an approved facility use request in the system. Users are responsible for ensuring that unauthorized areas/portions of the building are not entered and the premises are vacated as scheduled.

C. Facility Use Regulations/Limitations

1. The appropriate Director or designee must give prior approval to any group for installation of any decorations that require the use of nails, screws, bolts, etc. Tape, wax or glue shall not be used on any drywall, block construction, walls or wood floors. Reasonable safety precautions shall always be followed.

2. Use of tobacco products is prohibited in District facilities or on District premises.

3. The possession or use of alcoholic beverages or controlled substances is not allowed on District property. Persons under the influence of intoxicants or controlled substances are not permitted in District facilities or on District premises.

4. Gambling of any kind is not allowed.

5. School representatives and local safety officials shall have the right to inspect any facility at any and all times and require compliance with the rules that may be necessary for the safety of such facilities and the occupants.

6. Property of non-school groups or organizations may not be stored in District facilities or premises without the prior approval of the Appropriate Director. The District is not responsible for lost, stolen or damaged used property stored in District facilities or on District premises.

7. Users will generally be responsible for any special setup that is required. A special setup that is performed by District personnel will be charged directly to the Individual or group/organization using the facility.

8. Refreshments/food may be served only in designated areas (as identified by the appropriate Director or designee). Food or Drink is not allowed in Gyms, Aquatic Area, Auditorium or weight rooms, other than water.

9. For security purposes, all users are required to use designated entrances only.

10. Users are expected to clean up and return all furniture/equipment to its original location/configuration following use of the facility. Any clean up beyond normal duties or moving of furniture/equipment performed by District personnel will be charged directly to the individual or group/organization using the facility.

11. Failure to comply with District facility use regulations/limitations, District policies or procedures and local, state, and federal laws/ordinances, fire codes, and safety regulations may result in termination of the facility use agreement and possible denial of future facility use requests.

D. Liability/Insurance/Damages

1. The District has liability insurance that covers only the school district. Facility use applicants shall be required to provide proof of insurance. Proof of insurance must include comprehensive, general liability, policy limits of not less than \$1,000,000 single limit per occurrence for bodily injury, and property damage that names the "McFarland School District" as "Additional Insured". The certificate of "additional insured" shall be sent to the District Building and Grounds Department a minimum of fifteen (15) days PRIOR to the scheduled facility use.

2. Individuals or groups using District facilities or premises shall agree to indemnify, save and hold free and harmless, MSD, its officers, agents and employees from and against all claims, demands, loss, liability, cost or expense of any kind or nature whatsoever which the District, its officers, agents or employees or any of them may sustain or incur, or that may be imposed upon any of them, or injury to, or death of, persons or damages to the property arising out of, connected with, or attributable to rental, use and occupancy of MSD facilities and equipment.

3. Local, state, and federal laws/ordinances, fire codes, and safety regulations must be observed. Users are responsible for becoming informed of applicable ordinances, codes or regulations. Users are required to report any unsafe conditions immediately to the appropriate school representative.

Users are responsible for any citations and fines as a result of their non-compliance with ordinances, codes or safety regulations. Users are also responsible for any injuries and/or damages that result from their non-compliance with laws, ordinances, codes or safety regulations.

4. Users shall be responsible for reimbursing the District for all costs associated with fire/police/EMS response to false alarms resulting from the individual or group's use of District facilities.

5. Users shall be liable to the District for any expenses incurred as the result of damage to school property over and above normal wear. Users who fail to reimburse the District for damage to school property shall be denied future use of school facilities. The District will not be responsible for a loss of property on the part of groups/organizations or individuals using school facilities, nor for personal injury incurred while on school property. Users are expected to provide proper supervision to avoid such losses and injuries and to carry appropriate insurance protection against such contingencies.

E. Use of the School Kitchen

1. State regulations require the District to maintain food service facilities in conformance with all sanitation and health standards as stated in the State Board of Health Chapter of the Wisconsin Administrative Code (HSS

196 - Restaurants). These standards must be met at all times, including the use of food service facilities for functions other than school meal preparation.

2. Foodservice equipment shall be operated only by trained personnel.

3. Strict requirements for school kitchen use are also necessary so the facility is left in an orderly manner and ready for regular use by the food service staff.

4. The kitchens used for school meal preparation or serving may be used for school and non-school functions contingent upon approval of the Food Service Director. The following procedure should be used for kitchen use:

a. The Food Service Director shall be notified a minimum of three (3) weeks in advance of the requested date(s) for use. The Food Service Director will notify the appropriate Director whether or not the request to utilize the kitchen facility has been approved.

b. Food and paper supplies may be purchased from the Food Services Department by school-sponsored groups by advanced arrangements with the Food Service Coordinator. Arrangements should be made at least three (3) weeks before the function.

c. If any major foodservice equipment is needed, a District food service employee familiar with the equipment and sanitation procedures will be required to operate, help clean and sanitize the equipment.

d. Cleaning supplies, towels, and aprons can be provided for an additional fee.

e. The cost of food service personnel shall be reimbursed by the group or organization at the rates identified in the Facility Use Fee Schedule.

f. The kitchen must be left as clean as it is found, and all equipment should be returned to the proper places.

g. Garbage must be placed in the dumpster by the user or building custodian (if on duty) the day of the event.

h. All other facility use regulations shall apply.

F. Use of the McFarland Community Aquatics Facility

1. Rentals Involving Groups with Individuals Less Than Age 18: The District will provide lifeguards to accommodate the number of persons listed on the Pool Rental Agreement. The renting groups shall provide a minimum of two (2) adult supervisors (additional supervisors dependent upon the group size), preferably one of each sex. The functions of the adult supervisors are to:

a. Supervise each locker room until all minors are finished using it.

b. Verify that all swimsuits, towels, and clothing that were brought into the locker room are taken out before leaving.

c. Check that all equipment, lockers, and showers are in the same condition they were prior to the rental period. This will be verified by the Pool Manager or lifeguard supervisors.

d. Help to supervise the pool, including the enforcement of pool rules, during the rental period.

e. Rental groups will help with clean-up in pool area and lobby after pool facility use.

2. Rentals Involving Groups with Individuals Age 18 and Over: The District will provide lifeguards to accommodate the number of persons stated on the Pool Rental Agreement. The groups shall verify that all swimsuits, towels, and clothing are removed from the locker room before leaving.

3. Rental of the District pool is contingent upon approval of a Pool Rental Agreement by the Pool Manager. The following procedures shall be adhered to for pool rentals:

a. Application for the use of the indoor swimming pool shall be made using the Pool Use Agreement form filed with the Pool Manager a minimum of two (2) weeks prior to the anticipated use.

b. All pool and diving rules are to be strictly followed. A copy of the pool and diving rules are to be given to the individual renting the pool. Failure to abide by the pool and/or diving rules will result in removal of pool use privileges.

G. Use of the Performing Arts Center (PAC)

1. Requests to use PAC facilities for all events shall be made online using the MSD facility use program. Facility Request System
<http://www.mcfarland.k12.wi.us/district/Dist-Staff-MaintFac.cfm>

A PAC Supervisor, House Supervisor, and/or Technician must be present at all times of occupancy unless exempted by the PAC Supervisor (e.g., during the school day when a Performing Arts faculty member is present in the PAC). The cost of the House Supervisor or Technician will be billed to the renting group/organization. For the purposes of this document, the term, "PAC Supervisor" shall be synonymous with "House Supervisor/Technician."

- a. The PAC Supervisor's call will begin a minimum of one-half hour before the established event start time.
- b. All labor charges shall be for a two-hour minimum, or the actual labor time, whichever is greater.
- c. All hourly staff will receive overtime pay for any time above 8 hours per day or 40 hours per week. Such overtime pay shall be the responsibility of the renting organization
- d. Break and lunch provisions will follow the McFarland School District Support Staff Employment Handbook.

2. Requests made by the renting organization for an additional time, labor, and/or equipment, that are made after the rental agreement is approved by the District, may not be granted. Renting organizations should include all lighting, sound, video, and soft good material requests in the facility use application."

3. The PAC Supervisor has authority over the PAC, Black Box/Multi-purpose room, control rooms, dressing rooms, green rooms, scene shop, lobby, and the studio rooms.

4. All stage, lighting, and sound plots must be approved by the PAC Supervisor before load-in. Any setup deemed unsafe by the PAC Supervisor shall

be modified to adhere to nationally recognized technical theatre safety guidelines and norms of use. The cost of any such modification shall be the responsibility of the renting group/organization.

5. All staffing must be approved by the PAC Director before load-in.

6. Provisions for larger removable pieces shall be made with the permission of the PAC Supervisor only. Larger set pieces left without permission of the PAC Supervisor will be disassembled and removed from the building at the expense of the renting group/organization.

7. Any equipment required for the event other than what is listed in the PAC inventory shall be the responsibility of the renting group/organization. Should any equipment on the PAC inventory become unavailable, the PAC Supervisor will inform the renting group/organization and a solution will be arrived at to the satisfaction of both parties. The PAC Supervisor shall have the authority to deny a renting group/organization's request for additional equipment if that request is determined to be unsafe.

8. The renting group/organization shall follow all fire code regulations regarding public performance including the use of flame-resistant materials for scenic or design purposes. Attendance may not exceed the posted PAC audience capacity.

9. Any use of open flame or pyrotechnics is prohibited. Haze, fog, and other atmospheric effects shall ONLY be used with the prior approval of the PAC Supervisor. If any aforementioned materials are used, the PAC staff shall have the right to discontinue the performance until the items are extinguished and removed from the stage. The renting group/organization will be responsible for all costs associated with false alarms resulting from the use of smoke or fog. Actor's Equity Association recommended practices for use of atmospheric effects should be followed to protect the health of performers and audience members.

10. Food and drink of any kind is prohibited at all times in the front of the house and on-stage, with the exception of bottled water for performers which may only be used with the approval of the PAC House Supervisor or his/her designee

11. Director of Buildings & Grounds or his/her designee must give prior approval to any group/organization for installation of any decorations, props, or any other items that require the use of nails, screws, bolts, etc. Non-approved tape, wax or glue shall not be used on any drywall, block

construction, walls or wood floors. Reasonable safety precautions shall always be followed.

12. Third party sponsors will not be allowed to distribute materials, place objects bearing the sponsor's name or highlight their product or service. Event sponsors for a renting organization shall be limited to credit lines on banners and program material.
12. Parking for trucks or vans is limited to one vehicle at a time at the PAC loading dock and must be coordinated with the Buildings & Grounds Director or his/her designee prior to the event. (Building & Grounds Director or PAC Director?) **No vehicle may stay in the loading zone unattended.** Once the vehicle is unloaded, it must move to the designated parking lot within 15 minutes.
13. All large set pieces left in the PAC must be castered, easily removable to the scene shop, and of a size that does not interfere with activities on stage house or in the scenery shop.
14. Any recorded or live music shall be limited to an output of not more than 95 dB A-weighted at the sound console. The final output may be monitored by the PAC staff that shall have the authority to change the levels, if required, during a performance.
15. Any broadcasts, telecasts, recordings, etc., require the prior written consent of the PAC Director.
16. The renting group/organization is solely responsible for all licensing rights for the performance and novelty sales.
17. MSD will provide a clean and unobstructed area for the event. It shall be the responsibility of the renting group/organization to maintain and restore the area to such a condition.
 - a. Any lighting, masking or sound plot that has been hung for the duration of the event must be restored back to the house plot at the cost of the renting 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 renting organization.
18. The renting group/organization is responsible for keeping the rented space neat and orderly, and the floors swept or dry mopped.

Non-compliance will result in an additional cleaning fee of not less than one hour at the current custodial overtime rate.

19. It is the responsibility of the renting group/organization to leave the facility in the same condition as it was in upon arrival. This includes clean the dressing rooms and checking the halls after the event to secure all property belonging to the renter. Any items to be returned to the renter by the District shall be sent C.O.D.
20. MSD reserves the right to hire additional security for a PAC event or activity. All charges for such security will be invoiced to the renting group/organization which shall be responsible for payment as part of the facility use agreement.

Front of House Facility Use Regulations/Limitations

- a. During all public performances, a PAC House Supervisor must be present for a minimum of one hour prior to the opening of the house and until all audience members have evacuated the PAC. The cost will be billed to the renting group/organization.
- b. The doors to the PAC shall be opened no later than 30 minutes prior to curtain time. The PAC House Supervisor will have the authority to open doors at his/her discretion.
- c. The renting organization is responsible for providing ushers and ticket sellers (if required) for their event. A minimum of 1 usher per 250 audience members is required for crowd management.
- d. Concession and novelty sales will be counted as income from the event and charged as part of the percentage fee. If novelty sales are handled by an agent other than the renting group/organization, it is the responsibility of the renting group/organization to inform both their agent and the PAC Supervisor.
- e. The PAC lobby shall be free of any obstructions and must conform to fire code regulations. Any tables or displays placed in the lobby shall be approved by the PAC Director prior to set up.
- f. All free performances open to the public shall not exceed the seating capacity of the facility.

g. Complimentary tickets may not exceed 10% of the house capacity. Any free tickets over 10% of the house capacity shall be counted at full price for the purpose of calculating the PAC rental.

h. The renting group/organization will provide four complimentary tickets for the performance to MSD upon written request from the PAC Director.

H. Use of Lloyd Schneider Stadium and William J. Rice Field

1. Stadium facility users are responsible for their event operations and management. Event operations and management include, but is not limited to, oversight of the event/activity, scheduling/compensating officials, ticket sales, supervision/security, set-up, clean-up and stadium facility closing (unless specifically noted otherwise in the facility use approval notification).

Clean-up responsibilities shall include pick-up and disposal of all trash resulting from the event in the stadium facility.

MSD shall provide a designated on-site representative (typically a district buildings and grounds staff person or member of our athletic department) at a larger scale or complex events to serve as a liaison to the renting group/organization's event manager. The cost of the MSD on-site representative's billable time will begin a minimum of one hour before the start of the event.

2. The renting group/organization shall provide an appropriate number of qualified personnel to perform supervision/security duties before, during and after their event at the stadium facility.

3. MSD reserves the right to hire (or request the renting group/organization to hire) security for a stadium event or activity. All charges for security will be the responsibility of the renting group/organization.

4. All stadium facility use equipment needs/requests must be identified on the facility use application. Any equipment required for the event other than what is identified as available by the MHS Athletic Director shall be the responsibility of the renting group/organization.

5. If the renting group/organization requests use of the stadium scoreboard, sound systems, a representative of the renting group/organization shall be trained by authorized school district staff in advance of the event on how to properly utilize the equipment. Additional charges are applicable for use of the scoreboard, sound system, and lights.

I. User Groups and Their Activities

GROUP 1 - MSD School-Sponsored Activities:

All school-sponsored activities approved by the appropriate Director shall have precedence over other requests for the use of facilities. Significant consideration, however, should be given to the scheduling of school-sponsored events, activities or practices during times when the school's custodian is normally on duty.

A school employee must be present for all school-sponsored events. If a custodian(s) is needed outside of his/her regularly scheduled time, approval must be obtained from the Director of Buildings and Grounds.

GROUP 2 - MSD School-Affiliated Groups:

McFarland Recreation Aquatics and Play (MRAP)

Community Recreation Partner Organizations (CRPO) - Recognized youth athletic groups/organizations that presently supplement MRAP programming (Youth Basketball Boosters/Clubs, Youth Soccer Club, Youth Wrestling, Youth Football, Youth Softball, and Youth Baseball, youth swim team).

- A. Criteria to be considered a CRPO
 - a. Established 501c(3)
 - b. Board in good standing
 - c. Activity open to all that apply
 - d. Fees are reasonable and waived for those that cannot afford
 - e. Group is approved by McFarland School Board
 - f. Must have established group contact (i.e. point person). This person is the individual responsible for requesting the use of the MSD facilities as needed. Only one person per CRPO.

Use of District facilities at no charge MAY ONLY occur during hours when the building custodian is normally on duty, with the approval of the Director of Buildings and Grounds. Normal hours are Monday through Friday from 7:00 a.m. to 10:00 p.m.

Groups or organizations using District facilities beyond normal working hours and/or requiring special setup will be charged custodial fees and/or weekend supervision fees as defined by facility use guidelines.

GROUP 3 – Designated Resident Non-Profit Groups/Organizations and Governmental Agencies:

Designated resident non-profit groups/organizations include and must have 100% school district residency:

- a. Recognized civic youth groups which include a majority (100%) of District students (Boy Scouts, Girl Scouts, Cub Scouts, 4-H, etc.)
- c. Local community service organizations (Lions, Jaycees, Optimists, American Legion etc.)
- d. McFarland Chamber of Commerce

Resident non-profit groups/organizations not identified above may apply for Group 3 designated resident non-profit status for facility use purposes by submitting a written request to the Director of Business.

Use of District facilities at no charge MAY ONLY occur during hours when the building custodian is normally on duty, with the approval of the Director of Buildings and Grounds. Normal hours are Monday through Friday from 7:00 a.m. to 10:00 p.m.

Groups or organizations using District facilities beyond normal working hours and/or requiring special setup will be charged custodial fees and/or weekend supervision fees as defined by facility use guidelines.

GROUP 4 – Other

This group would not qualify under the 3 other groups

- J. Facility Use Fees and Charges

Facility Fees

1. Facility use fees shall be charged to those individuals or groups/organizations in accordance with the above procedures and Board-approved fee schedule. For purposes of describing and designating the various facilities of the school district and fees to be charged, the following classifications and definitions have been established:

Performing Art Center

McFarland Aquatics Center

Class 1 Indoor Facilities

MSD Gym A
MSD Gym B
MSD Weight Room
IMMS Gym
WIS Gym
CEPS Gym

Class 1 Exterior Facilities

MHS Stadium (Athletic Field and or Track)
MHS Baseball Diamond(s) @ Lecy
MHS Softball Diamond(s) @ WIS
MHS Tennis Courts @ CEPS

Class 2 Indoor Facilities

MHS Commons
IMMS Commons
CEPS Commons
WIS Commons
WIS Multi. Purp. Room
MHS FC/S Lab

Class 2 Exterior Facilities

MHS Practice Field
WIS Practice Field

Class 3 Indoor Facilities

Classrooms

Conference Rooms

Parking Lots

Other facilities not listed may be rented or used, but will be subject to the determination of use by the Buildings and Grounds Departments.

2. All fees are payable upon receipt of invoice. Checks shall be made payable to the McFarland School District and sent directly to 5101 Farwell Street, McFarland WI 53558. Payments not received within sixty (60) days of the invoice date will be subject to a late fee of 15% of the total invoice amount or \$25.00 (whichever is greater).

3. Failure to pay facility use fees will result in an automatic denial of future facility use requests until the delinquent fee balance is fully paid. The District reserves the right to require a fee deposit OR the estimated facility use fee to be prepaid. The District also reserves the right to utilize a collection firm or legal system to collect payment.

LEGAL REF:

CROSS REF: Policy 7510