

USE OF SCHOOL FACILITIES

A. Application/Scheduling

1. The scheduling of all District facilities shall be the responsibility of the building principal or administrative designee (i.e. Associate Principal). The Assistant Superintendent of Business Services shall coordinate scheduling for the District Administrative Center, Pool Manager for the indoor swimming pool and PAC Director for the Performing Arts Center.
2. The 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 building principal 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:
 - a. MCPASD school-sponsored activities
 - b. Recognized MCPASD school affiliated groups, (i.e. PTA's, Booster Organizations), after school day care, recreation department activities, and resident district groups (serving 75% or more resident children)
 - c. District resident civic and service organizations
 - d. Resident individuals or resident non-profit groups
 - e. Resident for-profit or non-resident non-profit groups
 - f. Other users
4. Requests to use school facilities for all non-school sponsored activities or events shall be made on-line using the MCPASD facility use calendar program.

Applications for single or occasional use (less than 4 times per year) may be made beginning January 1 for the ensuing school year (July 1 through June 30). Requests for multiple use may be made beginning June 1 for the ensuing school year.

5. If the facility is available for use and the building principal or designee recommends approval of the facility request, he/she should approve the request and forward it to the District Operations Supervisor for final review, assignment of fees and approval.
6. 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 can be denied because of, but not limited to, building maintenance, operations, security, weather conditions, lack of staff availability, emergency/crisis situation, closure of school by the district and/or other governmental entity, or failure to pay previous charges in full.

7. District facilities are to be used only as designated on the Facility Use Request. The purpose of use must be stated on the request; deviation 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.
8. All cancellations or changes must be made through the appropriate building office 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.
9. 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). School or school related activities (particularly games or events) should not be scheduled on these days. Custodial services will not be provided on these days.

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 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.

10. Overnight use of school district facilities is discouraged. Requests for overnight use of school district facilities must be acceptable to the building principal and approved by the Superintendent or designee.
11. Facility Use Requests shall expire annually on June 30th. No request/agreement is transferable to another party.

B. Supervision

1. The building principal or designee is responsible for the supervision and overseeing the protection of District facilities. The building principal shall use sound judgment and authority in exercising this responsibility.
2. Unless specifically waived by the District Operations Supervisor, a District custodian or other authorized district employee shall be on duty and available during non-school time use of District facilities (except for City of Middleton and Village of Cross Plains Recreation Department use). 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) as 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 building principal 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 grounds.
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 building principal. 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 set-up that is required. Special set-up 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 building principal or designee).

9. The District maintains a twenty four hour/seven day self operated vending program operated by the School Nutrition Services and has an exclusive contract for beverage vending on the Middleton High School campus. MHS facility users setting up event concessions must serve only products from the exclusive beverage vendor per the district contract. All MHS vending machines will remain operational before, during and after all events.
10. For security purposes, all users are required to use designated entrances only.
11. 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.
12. 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 "Middleton-Cross Plains Area School District" as "Additional Insured". The certificate of "additional insured" shall be sent to the District Fiscal Services Office a minimum of fifteen (15) days PRIOR to the scheduled facility use.

The Assistant Superintendent of Business Services has the authority to waive the insurance requirement with appropriate rationale.

2. Individuals or groups using District facilities or premises shall agree to indemnify, save and hold free and harmless, the Middleton-Cross Plains Area School District, 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 Middleton-Cross Plains Area School District 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 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. Food service 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 Coordinator. The following procedure should be used for kitchen use:
 - a. The Food Service Coordinator shall be notified a minimum of three (3) weeks in advance of the requested date(s) for use. The Food Service Coordinator will notify the building principal 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 food service 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 Swimming Pool

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 pool and/or diving rules will result in removal of pool use privileges.

G. Use of the Performing Arts Center (PAC)

1. A PAC House Supervisor and/or Technician must be present at all times of occupancy (unless exempted by the PAC Director). The cost of the House Supervisor or Technician will be billed to the renting group/organization.
 - a. The House Supervisor's/Technician's call will begin a minimum of one-half hour before the established call time.

- b. The labor has a three-hour minimum.
 - c. All staff will receive overtime pay for any time above 8 hours per day or 40 hours per week.
 - d. Unscheduled labor may not be provided.
 - e. Ten-minute paid breaks must be scheduled into work calls. Ten-minute breaks must be given in a call longer than three hours. Meal breaks may be 30, 45 or 60 minutes, and must be included in a call six hours or longer.
2. All PAC facility time, labor and equipment must be requested on the PAC facility use application (including rehearsals). Last minute requests for additional time and labor may not be granted, nor will MCPASD guarantee that additional equipment will be available. Renting groups/organizations should check the inventory of lighting, sound and soft good materials before submitting their facility use application.
 3. The PAC Director has authority over the PAC, its control rooms, dressing rooms, lobby and the studio rooms. All PAC spaces must be reserved through the PAC Director. Any rooms other than those listed are outside of the PAC's jurisdiction and must be requested through the District's on-line district facility use calendar.
 4. All staffing, electric, and sound plots must be approved by the PAC Director before load-in. Any setup deemed unsafe by the PAC Director shall be modified to the satisfaction of all parties. The cost of any such modification shall be the responsibility of the renting group/organization.
 5. Provisions for larger removable pieces shall be made with the permission of the PAC Director only. Larger set pieces left without permission of the PAC Director will be disassembled and removed from the building at the expense of the renting group/organization.
 6. Any equipment required for the event other than what is listed in the PAC inventory shall be the responsibility of the renting group/organization. Any equipment on the PAC inventory may become unavailable, at which time the PAC Director will inform the renting group/organization and a solution will be arrived at to the satisfaction of both parties.
 7. 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 and may not exceed the PAC audience capacity of 899 or 639 with back walls closed.
 8. Any use of open flame or pyrotechnics is prohibited. Chemical smoke or fog can ONLY be used with the prior approval of the PAC Director. 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.
 9. Food and drink of any kind is prohibited at all times in the front of the house and on-stage.
 10. The PAC Director must give prior approval to any group/organization for installation of any decorations 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. The renting group/organization shall not post signs or affix banners to the building without prior consent of the PAC Director. Nailing into the stage floor is not permitted unless approved in advance by the PAC Director.

11. Third party sponsors will not be allowed to distribute materials, place objects bearing 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 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. All large set pieces left in the PAC must be castored, 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 85 db 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 prior written consent of the PAC Director.
16. The renting group/organization is responsible for all licensing rights for the performance and novelty sales.
17. MCPASD 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 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 clean the dressing rooms and check the hall after the event to secure all property belonging to the renter. Any items to be returned will be sent C.O.D.
20. The PAC House Supervisor shall complete a daily use report, services rendered, and equipment used. The person-in-charge for the renting group/organization shall sign and be given a copy of the daily report.
21. Parking permits are required on all vehicles that are parked on campus during regular school hours. It is the responsibility of the renting group/organization to obtain parking permits from the high school office. Parking permits will not be required for audience members. However, it is the renting organization's responsibility to inform the high school office of the date and time of a performance to avoid ticketing your patrons.

22. MCPASD reserves the right to hire security for a PAC event or activity. All charges for security will be invoiced to the renting group/organization.

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 curtain time 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 Supervisors will have the authority to open doors at their discretion.
- c. Ushers are the responsibility of the renting group/organization.
- 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 Director.
- 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 (899).
- 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 MCPASD upon written request from the PAC Director.

H. Use of Otto Breitenbach Stadium

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.

MCPASD shall provide a designated on-site representative (typically a district buildings and grounds staff person) at larger scale or complex events to serve as a liaison to the renting group/organization's event manager. The cost of the MCPASD 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. MCPASD 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

GROUP 1 - MCPASD School-Sponsored Activities:

All school-sponsored activities approved by the building principal 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 Operations Supervisor.

GROUP 2 - MCPASD School-Affiliated Groups:

School affiliated groups include parent-teacher organizations (PTA's), parent leadership teams, booster organizations, Friends of the PAC, and Educational Foundation.

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

Designated resident non-profit groups/organizations include:

- a. Recognized civic youth groups which include a majority (75%) of District students (Boy Scouts, Girl Scouts, Cub Scouts, 4-H, etc.)
- b. Recognized resident youth athletic groups/organizations (MYSC Soccer Club, Middleton Youth Basketball, Middleton Baseball Commission, Middleton-Cross Plains Youth Wrestling, Bluebirds Basketball, Cross Plains Youth Basketball, Middleton Lacrosse Club, Middleton Gators, CP Stingrays, Middleton and St. Francis Youth Football Programs and Middleton Rugby.)
- c. Local community service organizations (Lions, Jaycees, Optimists, Sertoma, etc.)
- d. Middleton Chamber of Commerce and Cross Plains Businesspersons Association
- e. Middleton Players Theatre
- f. Resident Neighborhood/Condominium Associations
- g. Resident Home Talent League Baseball Teams
- h. Friends of Pheasant Branch

Use of District facilities at no charge MUST be during hours when the building custodian is normally on duty. 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.

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 Custodial/Operations Supervisor.

GROUP 3(a) – Public Post Secondary Education Institutions:
(i.e. University of Wisconsin-Madison, MATC)

GROUP 4 – Resident Individuals OR Other Non-Profit Groups/Organizations* located in Dane County:

GROUP 5 – Resident For-Profit Entities OR Non-Profit Groups/Organizations* located outside of Dane County:

GROUP 6 – Non-Resident Groups/Organizations OR Individuals:

*Non-profit groups/organizations are defined as those having 501(c)(3) or equivalent status from the Internal Revenue Services (IRS). The District may request a copy of the appropriate documentation to verify non-profit status.

J. Facility Use Fees and Charges

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:

CLASS 1 Facilities:

High School Competition (Large) Gym
High School Fieldhouse
Computer Labs (does NOT include tech support)
Soccer Stadium – Airport Road South (without lights, scoreboard or sound system use)

CLASS 1(a) Facilities:

High School Stadium (without lights, scoreboard or sound system use)

CLASS 2 Facilities:

Kromrey Middle School Large Gym
Glacier Creek Middle School Gym
High School Student Center (does NOT include kitchen use)
Baseball Field (without lights, scoreboard or sound system use)
Tennis Courts
Glacier Creek Cafetorium
High School Fitness Center (does NOT include required staff supervision costs)
Technology Education Shops (does NOT include required staff supervision costs)
Science Labs (does NOT include required staff supervision costs)
Family & Consumer Education Labs (does NOT include required staff supervision costs)

CLASS 3 Facilities:

Elementary School Gyms
Kromrey Middle School Small Gym
High School Small Gym
High School Weight Room
High School Wrestling Room
School Kitchens (does NOT include required kitchen staff costs)
Middle School Weight Rooms (does NOT include required staff supervision costs)
Elementary & MASH Multi-purpose Rooms
High School Student Center (does NOT include kitchen use)
High School Gallery
Airport Road (North) Soccer Fields (per field)

CLASS 4 Facilities:

Classrooms/Locker Rooms (does not include clean up costs)
Conference Rooms
Elementary Little Theatres
Field Use [other than high school stadium, Airport Road soccer fields (per field) or competition baseball field]
(does NOT include field preparation costs)
Parking Lots

2. Facility uses or events that involve large groups (in excess of 100 people consisting of participants/attendees/audience) will be assessed a daily supply charge in accordance with the Board-approved facility use fee schedule in order to offset the cost of custodial supplies (i.e. toilet paper, paper towels, trash liners, cleaning supplies) required to support the event. Additional charges related to the facility use or event (such as trash receptacle or disposal costs) are not included in the base facility use fees and will be assessed as additional costs on the facility use invoice.
3. All fees are payable upon receipt of invoice. Checks shall be made payable to the Middleton-Cross Plains Area School District and sent directly to the District Operations Center. 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).
4. Failure to pay facility use fees will result in 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: Sections 120.12(1) and (9) Wisconsin Statutes
120.13(17), (19) & (21)
121.02(1) (i)
Equal Access Act
Boy Scouts of America Equal Access Act of 2001

CROSS REF: 720, Safety Program
721, Buildings, Grounds and Equipment Inspections
731, Buildings and Grounds Security
731.1, Key Distribution and Management
733, Energy Use/Conservation
742, Use of District Equipment and/or Furniture (Non-Facility Use Related)
810, School and Community Partnerships
831, Tobacco Use on School Premises
443.5, Weapons on School Premises
851, Advertising/Promotions in the Schools
860, Visitors to Schools
881.1, Relations with Booster/Parent Organizations

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February 4, 2011

MIDDLETON-CROSS PLAINS AREA SCHOOL DISTRICT

Performing Arts Center (PAC)

PAC Use Procedures Manual

A. Application/Scheduling/Responsibilities

1. The scheduling of all PAC facilities shall be the responsibility of the PAC Director for the Performing Arts Center.
2. The Director is authorized to permit school, community, public and civic groups to use the PAC 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.
3. Approval of requests for use of the PAC shall be governed on the following priority basis:
 - a. MCPASD school-sponsored activities
 - b. Recognized MCPASD school affiliated groups, (i.e. PTA's, Booster Organizations), after school day care, recreation department activities, and resident district groups (serving 75% or more resident children)
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 - d. Resident individuals or resident non-profit groups
 - e. Resident for-profit or non-resident non-profit groups
 - f. Other users

Applications for single or occasional use (less than 4 times per year) may be made beginning January 1 for the ensuing school year (July 1 through June 30). Requests for multiple use may be made beginning June 1 for the ensuing school year.

4. If the facility is available for use and the PAC Director recommends approval of the facility request, he shall confirm dates once the school district calendar is established.
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 can 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 Facility Use Request. The purpose of use must be stated on the request; deviation 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. MCPASD reserves the right to secure a deposit of the full amount of the estimated charge in advance and shall have the right to apply the deposit for damage reimbursement or failure to pay amounts due.

8. All cancellations or changes must be made through the PAC Director 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.
9. Use of facilities on school observed holidays or emergency closure days (i.e. inclement weather) are generally not available. Facility use requests for these days must be authorized by the 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 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.
10. Overnight use of school district facilities is discouraged. Requests for overnight use of school district facilities must be acceptable to the building principal and approved by the Superintendent or designee.
11. Facility Use Requests shall expire annually on June 30th. No request/agreement is transferable to another party.
12. It is the responsibility of the renting organization to pay any state and county tax on sales and report all income to the Internal Revenue Service.

B. Supervision

1. The PAC Director is responsible for the supervision and overseeing the protection of the PAC. The Director shall use sound judgment and authority in exercising this responsibility.
2. Unless specifically authorized, a district employee shall be on duty and available during non-school time use of District facilities (except for City of Middleton and Village of Cross Plains Recreation Department use). A PAC Supervisor or other authorized employee will be responsible for opening the facility and areas to be utilized and closing/locking-up the facility. The cost of District personnel shall be reimbursed by the requesting group or organization at the rate(s) identified in the PAC Use Fee schedule.

Facility users shall designate one or more on-site representative(s) as 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.

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 PAC use application on file. Users are responsible for ensuring that unauthorized areas/portions of the building are not entered and the premises are vacated as scheduled.

C. PAC Use Regulations/Limitations

1. The PAC Director 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 grounds.
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 PAC Director. The District is not responsible for lost, stolen or damaged property stored in District facilities or on District premises.
7. Users will generally be responsible for any special set-up that is required. Special set-up 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 PAC Director).
9. The District has an exclusive contract for the vending of soft drinks, sports drinks, fruit drinks and teas, etc. that are vended on the Middleton High School campus. Only products from the exclusive vendor may be sold on the Middleton High School campus.
10. For security purposes, all users are required to use designated entrances only.

11. 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.
12. 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 "Middleton-Cross Plains Area School District" as "Additional Insured". The certificate of "additional insured" shall be sent to the District Fiscal Services Office a minimum of fifteen (15) days PRIOR to the scheduled facility use.

The Assistant Superintendent of Business Services has the authority to waive the insurance requirement with appropriate rationale.

2. Individuals or groups using District facilities or premises shall agree to indemnify, save and hold free and harmless, the Middleton-Cross Plains Area School District, 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 Middleton-Cross Plains Area School District 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 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 Performing Arts Center (PAC)

1. A PAC House Supervisor and/or Technician must be present at all times of occupancy (unless exempted by the PAC Director). The cost of the House Supervisor or Technician will be billed to the renting group/organization.
 - a. The House Supervisor's/Technician's call will begin a minimum of one-half hour before the established call time.
 - b. The labor has a three-hour minimum.
 - c. All staff will receive overtime pay for any time above 8 hours per day or 40 hours per week. Unscheduled labor may not be provided.
 - d. Ten-minute paid breaks must be scheduled into work calls. Ten-minute breaks must be given in a call longer than three hours. Unpaid meal breaks may be 30, 45 or 60 minutes, and must be included in all calls six hours or longer.
2. All PAC facility time, labor and equipment must be requested on the PAC use application (including rehearsals). Last minute requests for additional time and labor may not be granted, nor will MCPASD guarantee that additional equipment will be available. Renting groups/organizations should check the inventory of lighting, sound and soft good materials before submitting their facility use application.
3. The PAC Director has authority over the PAC, its control rooms, dressing rooms, lobby and the studio rooms. All PAC spaces must be reserved through the PAC Director. Any rooms other than those listed are outside of the PAC's jurisdiction and must be requested through the District's on-line facility use calendar.
4. All staffing, electric, and sound plots must be approved by the PAC Director before load-in. Any setup deemed unsafe by the PAC Director shall be modified to the satisfaction of all parties. The cost of any such modification shall be the responsibility of the renting group/organization.
5. Provisions for larger removable pieces shall be made with the permission of the PAC Director only. Larger set pieces left without permission of the PAC Director will be disassembled and removed from the building at the expense of the renting group/organization.

6. Any equipment required for the event other than what is listed in the PAC inventory shall be the responsibility of the renting group/organization. Any equipment on the PAC inventory may become unavailable, at which time the PAC Director will inform the renting group/organization and a solution will be arrived at to the satisfaction of both parties.
7. 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 and may not exceed the PAC audience capacity of 899 or 639 with back walls closed.
8. Any use of open flame or pyrotechnics is prohibited. Chemical smoke or fog can ONLY be used with the prior approval of the PAC Director. 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.
9. Food and drink of any kind is prohibited at all times in the front of the house and on-stage.
10. Third party sponsors will not be allowed to distribute materials, place objects bearing 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.
11. Parking for trucks or vans is limited to one vehicle at a time at the PAC loading dock, 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.
12. All large set pieces left in the PAC must be castored, easily removable to the scene shop, and of a size that does not interfere with activities on stage, in house or the scenery shop.
13. Any recorded or live music shall be limited to an output of not more than 85 db 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.
14. Any broadcasts, telecasts, recordings, etc., require prior written consent of the PAC Director.
15. The renting group/organization is responsible for all licensing rights for the performance and novelty sales.
16. MCPASD 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 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.

17. 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.
18. It is the responsibility of the renting group/organization to clean the dressing rooms and check the hall after the event to secure all property belonging to the renter. Any items to be returned will be sent C.O.D.
19. The PAC House Supervisor shall complete a daily use report, services rendered, and equipment used. The person-in-charge for the renting group/organization shall sign and be given a copy of the daily report.
20. Parking permits are required on all vehicles that are parked on campus during regular school hours. It is the responsibility of the renting group/organization to obtain parking permits from the high school office. Parking permits will not be required for audience members. However, it is the renting organization's responsibility to inform the high school office of the date and time of a performance to avoid ticketing your patrons.
21. MCPASD reserves the right to hire security for a PAC event or activity. All charges for security will be invoiced to the renting group/organization.

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 curtain time 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 Supervisors will have the authority to open doors at their discretion.
- c. Ushers are the responsibility of the renting group/organization.
- 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 Director.
- 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 (899).
- 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 MCPASD upon written request from the PAC Director.

F. User Groups and Their Activities

GROUP 1 - MCPASD School-Sponsored Activities:

All school-sponsored activities approved by the building principal 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 Operations Supervisor.

GROUP 2 - MCPASD School-Affiliated Groups:

School affiliated groups include parent-teacher organizations (PTA's), parent leadership teams, booster organizations, Friends of the PAC, and Educational Foundation.

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

Designated resident non-profit groups/organizations include:

- a. Recognized civic youth groups which include a majority (75%) of District students (Boy Scouts, Girl Scouts, Cub Scouts, 4-H, etc.)
- b. Recognized youth athletic groups/organizations (Middleton Youth Soccer Club, Middleton/Cross Plains Youth Basketball, Middleton Baseball Commission, Middleton-Cross Plains Youth Wrestling and Football, Bluebirds Basketball, Cross Plains Youth Basketball, Middleton Lacrosse Club, Middleton Gators, CP Stingrays, Middleton LaCrosse Club, Middleton and Cross Plains Youth Football Programs.)
- c. Local community service organizations (Lions, Jaycees, Optimists, Sertoma, etc.)
- d. Middleton Chamber of Commerce and Cross Plains Businesspersons Association
- e. Middleton Players Theatre
- f. Resident Neighborhood/Condominium Associations
- g. Resident Home Talent League Baseball Teams
- h. Friends of Pheasant Branch

Use of District facilities at no charge MUST be during hours when the building custodian is normally on duty. 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.

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 Custodial/Operations Supervisor.

GROUP 3(a) - Wisconsin Public Post Secondary Education Institutions

(i.e. University of Wisconsin-Madison, MATC)

GROUP 4 - Resident Individuals OR Other Non-Profit Groups/Organizations* located in Dane County

GROUP 5 - Resident For-Profit Entities OR Non-Profit Groups/ Organizations* located outside of Dane County

GROUP 6 - Non-Resident Groups/Organizations OR Individuals:

*Non-profit groups/organizations are defined as those having 501(c)(3) or equivalent status from the Internal Revenue Services (IRS). The District may request a copy of the appropriate documentation to verify non-profit status.

G. Facility Use Fees and Charges

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.
2. Facility uses or events that involve large groups (in excess of 100 people consisting of participants/attendees/audience) will be assessed a daily supply charge in accordance with the Board- approved facility use fee schedule in order to offset the cost of custodial supplies (i.e. toilet paper, paper towels, trash liners, cleaning supplies) required to support the event. Additional charges related to the facility use or event (such as trash receptacle or disposal costs) are not included in the base facility use fees and will be assessed as additional costs on the facility use invoice.
3. All fees are payable upon receipt of invoice. Checks shall be made payable to the Middleton-Cross Plains Area School District and sent directly to the District Administrative Center, 7106 South Avenue, Middleton, WI 53562. 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.
4. Failure to pay facility use fees will result in 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.

APPROVED: January, 2007