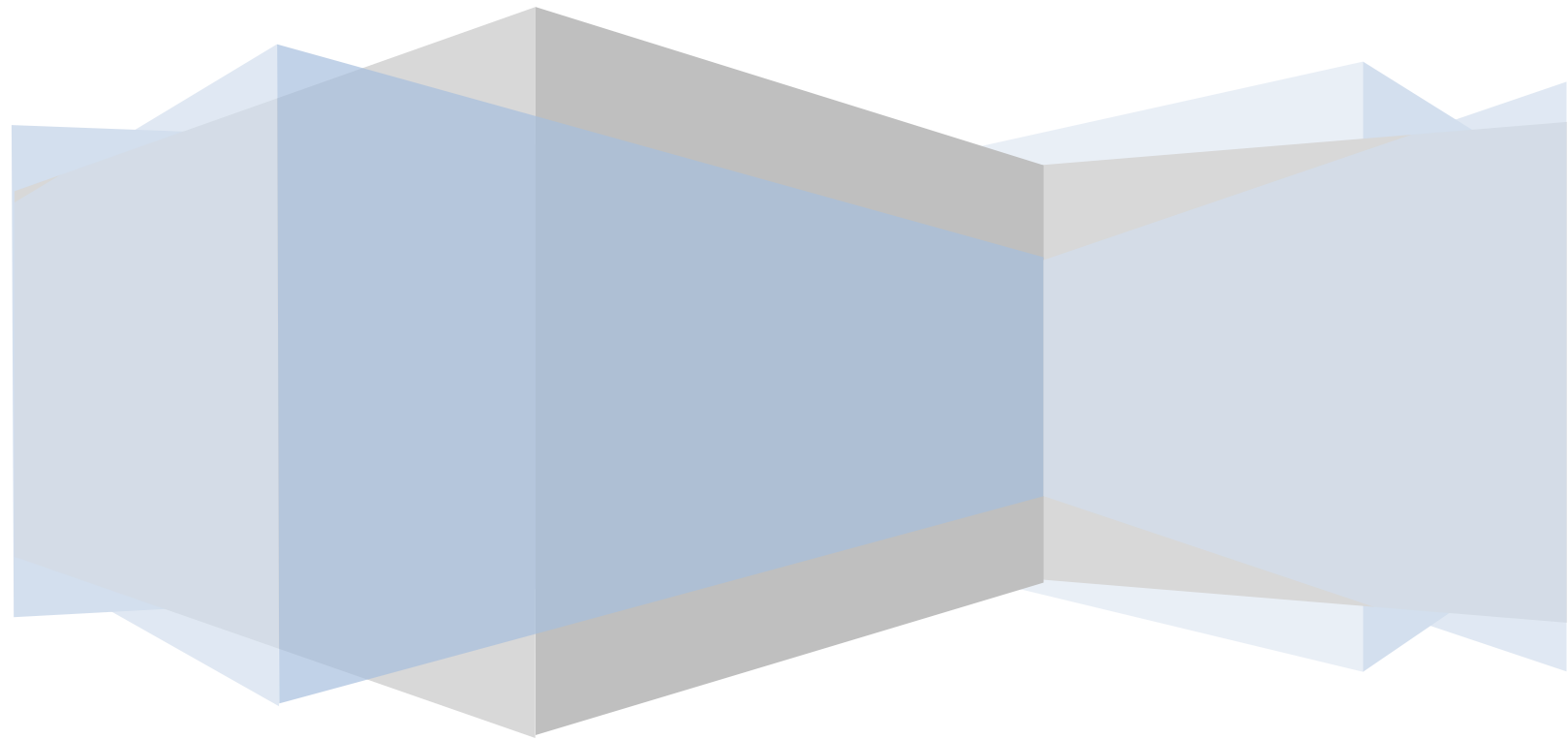


# **Madison School District**

## **Facility Usage Handbook 2023-2024**



## **Section 1: Information**

It shall be the policy of the Board to grant the use of school facilities to public agencies and to responsible and properly organized community groups for the purposes of education, elections, and civic welfare. Such use shall not interfere with any school activity.

### **The MSD Governing Board**

Except for activities that result in personal or corporate gain, the authorized representative of the Board may approve the use of school facilities by non-school organizations. Charges shall be made according to the schedule of fees approved by the Board. Proof of liability insurance shall be required for the use or lease of school property pursuant to A.R.S. 15-1105. The Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property.

#### **Use of facilities shall:**

- Be approved by the Superintendent or designee.
- Not interfere with any school activity.
- Be under the supervision of school personnel.
- Be granted with the requirement that all groups using the facilities or renting buses carry insurance.
- Not be granted for any activities for the purpose of advancing any doctrine or theory subversive to the constitution and laws of the United States or the State of Arizona.

### **Responsibility for proper use of District facilities**

Proper supervision of program, participants, and activities must be provided by organizations using District facilities. All users are to be in compliance with District policies and regulations concerning facility use.

No modifications of school premises shall be made without approval by the Governing Board or its designee.

#### **The District shall be responsible for:**

- Maintaining the existing facilities in accordance with safety standards and District standards for general maintenance. Improvements requested by an organization shall be approved by the Board or its designee and must be done under the supervision of the District.
- Maintaining field lights to meet existing safety codes (as set by the Industrial Commission).
- Renovating and reseeding playing fields at District cost to maintain them free from safety and health hazards.
- Maintain bleachers and the exterior of concession stands. Mow and maintain grass as necessary.
- Providing a District facility representative to be present during rentals.

### **Facility representatives**

A District facility representative or a school custodian must be on duty for every scheduled activity. Prior to the use of the facility, the District will arrange for someone to serve as facility representative. An employee of Madison may volunteer may serve as facility representative with permission of the maintenance director.

### **Duties of the District Facilities Representative**

When any organization uses District facilities, a District employee must be in attendance to act as the District representative, to provide liaison between the user of facilities and the District, to protect those facilities from unusual wear and tear or abuse, to provide access, to secure the facilities upon the completion of the group's activities, and in all ways to protect the interests of the District when the facilities are being used for other than school purposes. During the school year, when custodial staff members are available, they may be assigned by the maintenance department to fulfill these responsibilities.

#### **Specific duties:**

- To act as host to the user groups.
- To provide liaison and communication between the District and user groups.
- To be present at all scheduled activities.
- To turn on utilities and turn off utilities.
- To enforce adherence to all time limits as agreed upon in the application and agreement form for use of facilities.
- To ascertain that persons coming onto the school grounds but not attending the activities of the organization are supervised in such a way as to prevent malicious mischief or damage to or theft of the school's property and buildings. (The facilities representative shall do this by direct cooperation with police authorities in compliance with District policy.)
- To keep locked all gates that provide access to the grounds by vehicles.
- To ensure all used bathrooms are cleaned, the area is clean and trash is emptied.

## **Section 2: Restricted Use of School Facilities**

### **Interference with lawful use of an educational institution**

- Arizona Revised Statutes state that no person shall go upon or remain upon the property of any educational institution in violation of any rule or regulation of such institution or for the purpose of interfering with the lawful use of such property in such manner as to deny or interfere with the lawful use of such property by others. When the chief administration officer or designee has probable cause to believe that any person or persons are committing an act or acts that interfere with or disrupt the lawful use of such property by others at the educational institution, or has probable cause to believe that a person or persons have entered upon the property for the purpose of committing such an act or acts, said officer or employee may order such person or persons to leave the property. No person shall refuse to obey the order. The penalty for violation of this law is a fine not to exceed five hundred dollars (\$500) or by imprisonment in the county jail for a period not to exceed one (1) year, or both.
- Arizona Revised Statutes indicate that a person who without legitimate reason loiters about a school where children are in attendance or a nearby public place frequented by school children shall be deemed a vagrant and shall be punished by a fine of not more than three hundred dollars (\$300), by imprisonment in the county jail for not more than six (6) months, or both.

### **Use of school facilities after darkness**

To reduce the incidence of vandalism, assault on personnel and other misconduct on school premises, the use of facilities after daylight hours is limited to employees and those engaged in District-sponsored activities or activities sponsored under contractual arrangements with the Governing Board. When evening activities are authorized, they shall terminate by 9:00 p.m. unless previous written approval has been granted. Games should conclude by 9:00 p.m. to allow load out and clean up by renter before 9:30 p.m.

### **Restricted times**

Facilities are not offered for rental on Sundays without prior approval of the maintenance director. Facilities shall not be offered while school is in summer recess, during school holidays or breaks nor within the first two (2) weeks of the school year. Rentals shall not begin earlier than 6:00 p.m. on a school day without prior approval of the school and maintenance director.

### **Use for political purposes**

Rentals for political purposes are permitted. State law governs the District's activity in connection with political purposes. If you are interested in requesting a rental for a political purpose, please contact the maintenance director in advance to discuss how the law may affect your rental.

### **Polling places**

The District may deny a request to provide space for use as a polling place if within two (2) weeks after a request has been made the District provides a written statement indicating a reason why the election cannot be held in the school that includes any of the following:

- Space is not available at the school.
- The safety or welfare of the students would be jeopardized.

### **Use of inflatables**

Renters may use inflatables (e.g. slides, bounce houses, obstacles) with the following restrictions and requirements:

- Renters may not provide their own inflatables. A third-party vendor must be contracted on behalf of the renter.
- Third-party vendor must have insurance:
  - Providing for at least \$1,000,000 in bodily injury coverage and \$1,000,000 in property damage coverage.
  - Must name the District as additional insured.
  - Must be primary and non-contributory.
  - Must waive the right of subrogation.
- Third-party vendor must provide evidence that it is licensed to operate a business in the state of Arizona.
- Contracts must be between the renter and vendor and may not be made on behalf of the District. No renter shall sign a contract in which the District may be responsible for liability.
- The vendor must erect, operate and dismantle the ride after its use.
- The vendor must supervise use of the ride.
- Renters and District personnel may not be responsible for erection, operation, dismantling or supervision of the ride.
- Inflatables must not be used when wind speeds exceed 15 miles per hour.
- No inflatable shall be used where a play surface height is in excess of 8 feet.

## **Section 3: Procedures for requesting use of District facilities**

Online requests are available on the Madison web site ([www.madisonaz.org](http://www.madisonaz.org)) under the **Community** tab and then the **facility rental** section.

- Every organization must create and use a Facilitron account to request use.
- A copy of this facility rental handbook shall be posted on the district website.
- The on-line rental request must be completed and submitted at least five (5) days prior to the date of the activity. Requests submitted less than 5 days prior to usage require approval of the maintenance director.
- A certificate of liability insurance coverage (COI) is required with the following conditions
  - Minimum amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage per occurrence.
  - Coverage must be primary and non-contributory.
  - Waiver of subrogation is required.
  - Certificate holder / additional insured must read:  
Madison School District, its Governing Board, employees and agents  
5601 N 16th st.  
Phoenix AZ 85016
- The COI is collected by and updated copies are maintained on the Facilitron website. An unexpired certificate must be on file in order to rent facilities. Facilitron automatically scans your COI for the above required terms. Your insurance will be automatically rejected if the above terms are not included.
- School secretaries will make a preliminary approval.
- The Maintenance Department will make the final approval. Requests will not be honored until Maintenance approves the requests.
- Rental charges are due at the time a rental request is made. Renters may be barred from making new requests and existing reservations may be cancelled should the renter be delinquent in payments.
- The schedule of activities may not extend beyond the date of requested without concurrence of the school and maintenance department. The organization will be billed for additional services required.
- Invoices, when issued after-the-fact, shall be Net 30.
- Additional charges may be levied pursuant to District regulations.

### **Cancellation of Outdoor Facilities**

- Five (5) business days notice of cancellation is required for outdoor facility use.
- Failure to provide five business days notice will result in a \$25.00 penalty per use and custodial charges invoiced prior to the cancellation will apply.
- Field usage fees (in addition to the custodial charges) are nonrefundable when cancellations are received less than 5 days prior to the scheduled use.
- Weather conditions may deem it impossible to safely use fields. In these cases, if the District is informed within 24 hours of the approved date that the lessee was not able to use the field(s) due to weather conditions, the lessee's account will be appropriately credited.
- Madison School District reserves the right to cancel any approved use of outdoor facilities when repairs, maintenance, or District sponsored events must take place in/on the facility. In such cases the District agrees to provide a minimum of twenty-four (24) hours notice to the lessee and to provide the lessee with alternative arrangements if available.

**Multiple requests**

When multiple requests are submitted for the same facilities at the same time, the following decision rules shall apply:

- School and District-sponsored activities are given first priority.
- Organizations are given preference depending on their renter class. A Class I organization receives priority over a Class II organization and so forth.
- When two organizations from the same class submit a request, the organization whose request was submitted first shall be given priority.
- When a request is denied due to multiple requests, the District shall attempt to offer alternative arrangements if available.

## **Section 4: Rules and regulations for facility use**

### **General rules**

- The applicant must become familiar with and agree to abide by the District's printed rules and regulations governing use of District facilities. The responsibility for proper use of school facilities and observance of the rules and regulations is with the lessee.
- The Governing Board and the school administrator reserve the right to cancel any rental agreement if, after investigation, it is determined that such use is not in the best interest of the District.
- All activities must be under the supervision of competent adults and the organization that is using the school facility will assume full responsibility for payment for all damage to facilities.

### **Keys**

Keys will be provided only to District facilities representatives. Field lights are to be operated only by the District facilities representative during authorized hours.

### **Lights**

Games are to be completed by 9:00 p.m. and lighting will be turned off by 9:30 p.m. unless prior arrangements have been made. Renter-provided supplemental lighting (e.g. portable rented light sources) are not permitted without the approval of the maintenance director.

### **Fences**

Outfield fences or other temporary structures shall only be erected with the concurrence of the maintenance director school principal. They are to be removed and stored within one (1) week of the end of the regular game schedule unless written permission to extend that time is received from the maintenance director. Holes drilled for fences and other purposes may not be more than six (6) inches in diameter unless specific permission is received from the maintenance director. Holes and other site damage are to be satisfactorily repaired immediately upon removal of fences and structures. Fences and other temporary structures not removed within the designated time will be removed by the District, and the organization will be charged for the time and expenses incurred.

### **Food Trucks**

Food trucks will be permitted with approval of the director of maintenance. Food trucks must possess current and valid insurance as well as proper food handling permits from the county. Insurance and permits must be on file with the renter but do not need to be provided to the District except upon request. Placement of food trucks may be restricted to areas that are suitable.

### **Vehicles**

Rental of any district facility includes access to parking facilities at no additional cost. Parking facilities may be made available as a standalone rental for a fee.

Vehicles on fields and grounds are limited to instances approved by the maintenance director for maintenance of the playing fields or the pickup of trash cans. Horses are not permitted on the school grounds or parking areas. Motor scooters and other motor-driven vehicles are permitted on the parking areas for normal traffic and parking utilization only. The lessee shall bear full responsibility for any damage caused by the operation of vehicles on district grounds. Lessee shall not be permitted to operate district-owned vehicles.



**Concession stands**

Concession stands may be opened, subject to approval by the principal, at the time major games begin provided arrangements are made by the organization to have someone present to accept deliveries of supplies. Glass containers and articles shall not be dispensed by the concession stands. Concession stands must be closed not later than 8:30 p.m.

Concession stands must abide by the Health Standards for Handling Food and groups must obtain any necessary food handling permits. Be aware of and in compliance with county requirements for food permits.

Concession stands may be used at no additional charge when renting outdoor facilities. The renter shall be responsible for cleanup after a concession stands use.

**Modifications and maintenance of school premises**

No modification of the school premises shall be made without concurrence of the maintenance director.

**Equipment and materials**

Athletic organizations must furnish all equipment and materials without cost or obligation to the District. No equipment or materials may be stored on District premises without written permission from the maintenance director. When an organization stores equipment or materials on District premises, the District must be absolved from responsibility for such materials and equipment.

School equipment and materials are not authorized for use for any purposes beyond the District program unless special agreements are signed allowing such use. Use must be in conjunction with the purpose and activities of groups authorized to use facilities in accordance with District policies and regulations. Whenever equipment is authorized for use in conjunction with the use of facilities, the user of the facility must guarantee that properly trained operators will be provided for the equipment and that all equipment used shall be in the same condition as it was prior to its use. A charge shall be made at the close of the activity for all materials used.

The District does not maintain nor offer for use: volleyball poles or nets, soccer goals or nets nor any related equipment. The District does not provide for lining or striping of fields other than for the use of District programs. Renters must provide their own equipment.

**Noise and public address systems**

Public address systems, when used, shall be operated with a volume setting low enough to avoid disturbance of households in areas adjacent to the schools. Excessive loudness, unnecessary announcements, and extraneous comments are to be avoided.

**Cleanup of fields**

The groups using the field are responsible for the cleanup of the field after their activities.

**Special Personnel**

If special personnel (i.e., security, parking attendants) are required, the District and the organization will agree on such personnel and any fees associated with them.

### **Sponsorship or endorsement of programs and activities**

Whenever the District authorizes the use of its facilities by agreement with any organization in accordance with District policies and regulations, it does not endorse, sponsor or accept liability for the program, the activity or injuries sustained by any person on the premises in conjunction with such activity.

The District recognizes the fact that sports groups who use the District facilities may use advertising as a way to generate funds. This may be permitted but must be approved by the community education director. No advertisement is permitted that will promote the sale and/or use of any alcohol, tobacco, illegal drugs or narcotics, firearms, or weapons, The advertisement of any tavern or establishment in business to cater to people over age twenty-one (21) is also prohibited.

### **Concussion Compliance SB 1521**

Guidelines, information and forms, developed in consultation with a statewide private entity that supervises interscholastic activities, to inform and educate coaches, pupils and parents of the dangers of concussions and head injuries and the risks of continued participation in athletic activity after a concussion. The policies and procedures shall require that, before a pupil participates in an athletic activity, the pupil and the pupil's parent must sign an information form at least once each school year that states that the parent is aware of the nature and risk of concussion. The policies and procedures shall require that a pupil who is suspected of sustaining a concussion in a practice session, game or other interscholastic athletic activity be immediately removed from the athletic activity. A coach from the pupil's team or an official or a licensed health care provider may remove a pupil from play. A team parent may also remove his or her own child from play. A pupil may return to play on the same day if a health care provider rules out a suspected concussion at the time the pupil is removed from play. On a subsequent day, the pupil may return to play if the pupil has been evaluated by and received written clearance to resume participation in athletic activity from a health care provider who has been trained in the evaluation and management of concussions and head injuries. for the purposes of this subdivision, "a health care provider" means a physician who is licensed pursuant to title 32, chapter 13 or 17, an athletic trainer who is licensed pursuant to title 32, chapter 41, a nurse practitioner who is licensed pursuant to title 32, chapter 15, and a physician assistant who is licensed pursuant to title 32, chapter 25. A health care provider who is a volunteer and who provides clearance to participate in athletic activity on the day of the suspected injury or on a subsequent day is immune from civil liability with respect to all decisions made and actions taken that are based on good faith implementation of the requirements of this subdivision, except in cases of gross negligence or wanton or willful neglect. A school district, school district employee, team coach, official, team volunteer or a parent or guardian of a team member is not subject to civil liability for any act, omission or policy undertaken in good faith to comply with the requirements of this subdivision or for a decision made or an action taken by a health care provider. **A group or organization that uses property or facilities owned or operated by a school district for athletic activities shall comply with the requirements of this subdivision.** A school district and its employees and volunteers are not subject to civil liability for any other person or organization's failure or alleged failure to comply with the requirements of this subdivision. This subdivision does not apply to teams that are based in another state and that participate in an athletic activity in this state. For the purposes of this subdivision, athletic activity does not include dance, rhythmic gymnastics, competitions or exhibitions of academic skills or knowledge or other similar forms of physical noncontact activities, civic activities or academic activities, whether engaged in for the purposes of competition or recreation.

**Additional requirements of the General Public**

The definition of General Public is anyone who does not come under the definition of student, faculty member, staff member or employee.

No person shall visit or audit a classroom or other school activity, nor shall any person come upon or remain upon school premises, without approval by the principal or the principal's authorized representative. Nor shall any person conduct or attempt to conduct any activity on school premises without prior approval by the Superintendent or the Superintendent's authorized representative.

Any member of the General Public considered by the Superintendent, or a person authorized by the Superintendent, to be in violation of these rules shall be instructed to leave the property of the District. Failure to obey the instruction may subject the person to criminal proceedings pursuant to A.R.S. 13-2911 and to any other applicable civil or criminal proceedings, or to tribal ordinance.

Persons attending special functions shall confine themselves to the specific part of the facility assigned in the permit.

Persons who engage in disorderly conduct of any kind may be subject to removal and exclusion from the facility.

The use of facilities shall be granted only for legitimate purposes. Therefore, the permit holder shall assume full responsibility for any unlawful act committed during the exercise of the person.

### **Policy Public Conduct on School Property**

No person shall engage in conduct that may cause interference with or disruption of an educational institution. Interference with or disruption of an educational institution includes any act that might reasonably lead to the evacuation or closure of any property of the educational institution or the postponement, cancellation or suspension of any class or other school activity. For the purposes of this policy, an actual evacuation, closure, postponement, cancellation or suspension is not required for the act to be considered interference or disruption.

A person commits interference with or disruption of an educational institution by doing any of the following:

- Intentionally, knowingly or recklessly interfering with or disruption of the normal operations of an educational institution by either:
- Threatening to cause physical injury to any employee or student of an educational institution or any person on the property of an educational institution.
- Threatening to cause damage to the District, the property of the District, or the property of any person attending the District.
- Intentionally or knowingly entering or remaining on the property of an educational institution for the purpose of interfering with or denying lawful use of the property to others.
- Intentionally or knowingly refusing to obey a lawful order given by the Superintendent or a person designated to maintain order.

The above-identified acts need not be directed at a specific individual, the District, or specific property of the District to constitute a violation of this policy.

Restitution for any financial loss caused by a violation of the policy may be required. Furthermore, an individual who interferes with or disrupts an educational institution is subject to misdemeanor or felony charges as provided in A.R.S.13-2911.

A person may also interfere with or disrupt the District function by committing any of the following:

- Any conduct intended to obstruct, disrupt, or interfere with teaching, research, service, administrative, or disciplinary functions or any activity sponsored or approved by this Board.
- Physical or verbal abuse or threat of harm to any person on property owned or controlled by the District or at supervised functions sponsored by the District.
- Forceful or unauthorized entry to or occupation of District facilities, including both buildings and grounds.
- Illicit use, possession, distribution, or sale of tobacco, alcohol, or drugs, other controlled substances, or other illegal contraband on District property or at school-sponsored functions.
- Use of speech or language that is offensive or inappropriate to the limited forum of the public school educational environment.
- Failure to comply with the lawful directions of District officials or of District security officers or other law enforcement officers acting in performance of their duties, and failure to identify oneself to such officials or officers when lawfully requested to do so.
- Knowing violation of a District rule and regulation. Proof that an alleged violator has a reasonable opportunity to become aware of such rules and regulations shall be sufficient proof that the violation was done knowingly.
- Any conduct constituting an infraction of any federal, state, or city law or policy or regulation of the Board.
- Carrying or possessing a weapon on school grounds unless the individual is a peace officer or has obtained specific authorization from the appropriate school administrator.

## **Section 5: Fees for Use of Facilities**

### **Organization classes**

**Class I** Non-profit organizations whose activities are directly supportive of and focus their activities upon the involvement of children residing in the community and primarily geared towards students of the District. Class I organizations will not be charged for the use of facilities except for school holidays and weekends. Examples are PTOs and PTO-sponsored organizations.

**Class II** Non-profit recreational groups or organizations sponsoring primarily recreational and athletic activities for children residing in the community and primarily geared towards students of the District. Class II organizations shall be charged a reduced rate. Examples are RAMMS, Little League, Madison Futbol.

**Class III** Non-profit organizations primarily serving adults or non-district youth. Class III organizations shall be charged a standard non-profit rental fee. Examples are social or athletic clubs, churches, theater or entertainment groups, studios, university, colleges, charter schools, homeowner's meetings, political parties, high schools and YMCA.

**Class IV** Organizations who are for profit or non-profit and do not fall under any other class. Class IV organizations shall be charged a standard for-profit rental fee. Examples are social organizations for adults or adult athletic groups and commercial use.

<b>Rental Areas</b>	<b>Standard Rates Class I</b>	<b>Weekends and Holidays Class I*</b>	<b>Standard Rates Class II</b>	<b>Weekends and Holidays Class II*</b>	<b>Standard Rates Class III</b>	<b>Weekends and Holidays Class III*</b>	<b>Standard Rates Class IV</b>	<b>Weekends and Holidays Class IV*</b>
Athletic fields without lights	Waived	\$3.00	\$3.00	\$13.00	\$15.00	\$25.00	\$40.00	\$50.00
Athletic fields lights	Waived	\$12.00	\$23.00	\$33.00	\$35.00	\$45.00	\$60.00	\$70.00
**Cafeteria: with kitchen & req'd mgr	Waived	\$12.00	\$60.00	\$95.00	\$70.00	\$105.00	\$80.00	\$125.00
Cafeteria: without kitchen	Waived	\$12.00	\$40.00	\$50.00	\$50.00	\$60.00	\$60.00	\$70.00
Classrooms/ Portables	Waived	\$6.00	\$12.00	\$22.00	\$17.00	\$27.00	\$25.00	\$35.00
Conference rooms (School)	Waived	\$6.00	\$25.00	\$35.00	\$35.00	\$45.00	\$45.00	\$55.00
District Office Board Room	Waived	\$12.00	\$40.00	\$60.00	\$60.00	\$80.00	\$70.00	\$90.00
Elementary Playground	Waived	\$3.00	\$7.00	\$17.00	\$12.00	\$22.00	\$20.00	\$30.00
Gymnasium	Waived	\$12.00	\$50.00	\$60.00	\$60.00	\$70.00	\$70.00	\$80.00
Library/Media Center	Waived	\$12.00	\$40.00	\$50.00	\$50.00	\$60.00	\$60.00	\$70.00
P.E. Building Lower grade	Waived	\$12.00	\$40.00	\$50.00	\$50.00	\$60.00	\$60.00	\$70.00
School Parking Lot	Waived	\$3.00	\$5.00	\$15.00	\$8.00	\$18.00	\$10.00	\$20.00
Science room	Waived	\$12.00	\$35.00	\$45.00	\$40.00	\$50.00	\$45.00	\$55.00

\*The standard fees in the chart reflect weekday fees during times when the facilities are occupied for school events. All users will pay additional fees during school closure days such as weekends, holidays, and school recess days.

**Please Note Additional Charges**

**\*Custodial Services**

**Rate: \$31.00 hourly**

**\*\*Food Service Manager (Required when using kitchen)**

**Rate: \$30.00 hourly**

**Fees are due at the time a rental request is made. Invoices for changes or after-the-fact billing are net 30.**

**Other Fees****Late fee \$25.00 per occurrence**

Charged when payment due dates are not met.

**Cancellation & Penalty Fee \$25.00 per occurrence**

Charged when more space was used than was requested and approved. Charged when 5-business days notice is not given prior to the scheduled use of facilities per above.

**Insufficient Funds Fee \$25.00 per occurrence**

Charged when credit card is declined or check is returned.

**In-kind**

- All in-kind requests will be submitted to the maintenance director for pre-approval. Only those items approved by the District that benefit all students will be considered. The District reserves the right to reject any requests.
- In-kind approval cannot be in excess of 100% of the organization's facility usage fees. No organization will be able to carry forward any credit balance.
- The agreed upon in-kind will be recorded with the maintenance director.
- Organizations will send copies of receipts (not estimates) to the maintenance director to be recorded as In-Kind.
- Approval of any labor for in kind will be contingent of a copy of a W-9 or canceled checks.