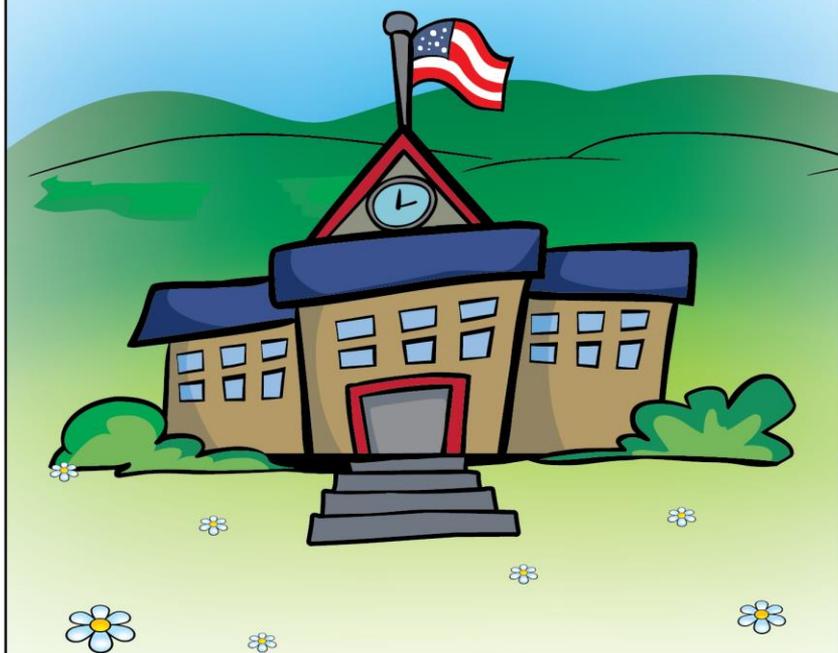


WESD Community Use of School Facilities Handbook

Rules
Guidelines
Fees



4650 W. Sweetwater Ave., Glendale, AZ 85304
602-347-2600 • wesdschools.org

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I. Introduction

Thank you for your interest in using a Washington Elementary School District facility. Our District believes that public schools are owned and operated by and for its patrons; ideally, schools become an integral part of the community's intellectual and social expression and development. To this end, the Governing Board encourages the public use of school facilities in accordance with applicable laws and District policies/regulations. The laws, policies, and regulations that govern the use of District facilities are included in Appendix A.

The purpose of this handbook is to explain the procedures and rules regarding District facility use. If you have any questions, please do not hesitate to contact the District's Facility Use Coordinator at 602-347-2682.

II. Procedure for Requesting to Use a District Facility

A. Apply Online

To request use of a specific school or department building, please apply online at wesdschools.org; Community tab; Facility Use; click on the Application and Agreement and complete form or call the District's Facility Use Coordinator, at 602-347-2682 with any questions you may have.

1. Facility Use Application

Complete the application at least two (2) weeks prior to the date of the activity. Failure to do so may cause your application to be delayed or may prevent you from using a facility. Please be aware that the need for a WESD school or department to use its own facility may prevent the District from renting that facility to you. Understandably, school and District use of a facility takes precedence over any other use. By completing this form, you acknowledge that you have reviewed the terms stated in the WESD Facility Use Handbook and that you accept those terms as written.

2. Insurance

Pursuant to A.R.S. §15-1105 et. seq., the school facility user obtains, at his/ her own expense, a policy of general liability insurance. For purposes of this agreement, "occurring in connection with user's use of any portion of the facility" means that the injury, death, or property damage in question occurred because user and its employees, invitees, representatives and affiliates were present at or used in any manner the facility. As such, this terminology shall be given the broadest reading and interpretation possible by any court of competent jurisdiction. Said insurance must be maintained for the duration of the facilities use period; it must include the Washington Elementary School District 4650 W. Sweetwater, Glendale, AZ as an "additional insured" and be primary and non-contributing to any coverage maintained by the District. The insurance must include the following limits:

- Comprehensive general liability insurance with a limit of no less than \$1,000,000. per occurrence and \$2,000,000 aggregate coverage, with a deductible of no more than \$5,000.
- Bodily injury insurance with a limit of no less than \$1,000,000 per occurrence.

In addition, facility users must maintain such insurance that fully protects the user group and the District from any and all claims. under any workers' compensation statute or unemployment compensation laws, if applicable.

If a user does not have insurance coverage, he or she has the option of purchasing the necessary general liability coverage. through the Arizona School Risk Retention Trust. For further information, please contact the Facility Use Coordinator for coverage options. User shall provide the District with a certificate evidencing that such insurance coverage is in effect.

The "Facility Use Application" will not be approved without the required proof of insurance

3. Liability and Indemnity

User agrees to conduct its activities in the facility in a careful and safe manner. As a material part of the consideration to the District, user hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to user's use or occupancy of any portion of the facility or any of its contents from any cause whatsoever – whether in whole or in part, and user hereby waives all claims in respect thereof against the Washington Elementary School District. User shall indemnify, defend, and hold harmless the District and all of its employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, losses, costs, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the District, on account of loss or damages to any property and for injury to or death of any person arising out of any act or omission by user, its employees, agents, representatives, or subcontractors, or otherwise arising out of such use of the facility, or arising out of workers' compensation claims or unemployment disability compensation claims of employees of user or out of claims under similar such laws.

B. Staffing/ Facilities Representatives

A District facility representative or school custodian must be on duty for every scheduled activity on campus, with a minimum of 2 hours. The District may charge an additional fee for a District staff person or custodian to open the facility, represent the District during the event and to provide cleaning assistance during any large event or during an event that is scheduled outside of the facilities normal staffing or operating hours. The number of hours and staff required for each event will be determined by the WESD Facility Use Coordinator. Hourly custodial staffing rates are listed on the Facility Use Fee Structure. The group will be invoiced for all staffing charges at the time of the facility use approval. Additional staffing charges may be invoiced if applicable. No gratuities may be accepted by WESD Staff.

C. Wait for Approval from the Facility Use Coordinator

After reviewing the submitted application and conferring with the appropriate principal or department head regarding your request, the Facility Use Coordinator will notify you via e-mail of your approval status. If your facility use request is approved, an approved copy of

your Application Form will be emailed to you. It will reflect the fees you are being charged, based on the current Facility Use Fee Schedule, and it will include your invoice for remittance of fees. **Payment is due upon receipt and must be made in advance of facility use.** Online payments may be made through the WESD Web site at wesdonlinepayments.revtrak.net/facuse. Payments may also be made via cashiers check, certified check, money order, or check drawn from an established business organization checking. Checks must be made payable to the Washington Elementary School District and **sent to the Facility Use Coordinator, 4650 W. Sweetwater, Glendale, AZ 85304**. Please do not submit payments to any District personnel other than the Facility Use Coordinator. A \$10 Late Payment Fee will be charged each month for any invoices outstanding 60 days or more. Kindly direct any questions regarding fees to the Facility Use Coordinator at 602-347-2682.

Please note that authorization to use a school or District facility shall not be construed as District endorsement or approval of the activity, group, or organization, or the purposes they represent.

If the facility is used beyond the designated times, or if additional charges are incurred during use, the Facility Use Coordinator will bill you for those charges. Additional fees will be charged if (a) the premises are not vacated within one-half hour after the time stated on the agreement, or (b) the facility must be opened and available more than one-half hour before the stated start time. You agree to pay for any damage to the facility and equipment. User groups will be assessed a \$100 **Clean-up Fee** if the grounds are not properly cleaned after use, as determined by the Site Administrator and the Facility Use Coordinator. No modifications, either temporary or permanent, are to be made to site grounds without prior submission and approval of a Site Improvement Form. This form is available online at www.wesdschools.org; under the community tab and Facility Use.

D. Changes to Approved Facility Use Application

If, after receiving written approval to use a facility, you must make any changes to the approved use Agreement, a \$10 **Change Fee** may be charged to the user group.

E. Cancellations

If, after receiving written approval to use a facility, you must cancel the scheduled use Agreement, it is critical that you notify and receive a written confirmation from the Facility Use Coordinator forty-eight (48) hours prior to the start of the scheduled use. Doing so will ensure your refund of any payments you have made to the District for that use. Cancellation notice for a scheduled Sunday use must be received and confirmed by 8:00 a.m. on the preceding Friday. Payment for use already completed or in process at the time the cancellation notice is received will be adjusted between the District and the user in a fair and reasonable manner. The District reserves the right to cancel any Facility Use Application or Agreement if, upon investigation, the District determines that such use is not in the best interest of the District.

III. Facility Use Agreement

By signing the Facility Use Application & Agreement Form, you are entering into an agreement with the District, as outlined above, you agree

to abide by applicable laws, District policies and regulations, and the contents of the WESD Facility Use Handbook. This section of the Handbook is particularly critical, because it outlines the District's legal responsibilities and those of facility users.

A. Use

When using the facility or any portion thereof, user agrees to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the District pertaining to the use and occupancy of the facility. User shall not commit or allow to be committed any waste or nuisance in or about the facility, or subject the facility to any use that would damage any portion of the facility or raise or violate any insurance coverage maintained by the District.

B. School Safety

The WESD appreciates and relies on the support of its neighbors to help protect its students, staff and facilities. In the event of an emergency, please call 911. To report safety and/or security issues such as vandalism and trespassing on school campuses, water main breaks and/or other nonlife-threatening emergencies, please call 602-430-0541. This number is accessible 24 hours a day, seven days a week. **PLEASE NOTE: If you have facility concerns during your use and the school custodian is not available to you, please call WESD Security at 602-430-0541.**

C. Concussion Requirements - AZ STATE LAW ON CONCUSSIONS

Each organization must provide guidelines, information and forms 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.

Before a student participates in an athletic activity, the student, the student's parents, and the coaches shall participate in a program to educate the participants of the danger of concussions, head injuries, and the risk of continued participation in an athletic activity after a concussion.

All groups or organizations that request use of District-owned or operated property or facilities shall verify that the organization's program is and shall continue to be compliant with A.R.S. 15-341 15-802.01. The official statement of compliance is listed on the WESD Application and Agreement for Use of Facilities LEGAL REF.: A.R.S. 15-341 15-802.01 For more information please visit: <http://www.cdc.gov/concussion/HeadsUp/youth.html>

D. Entire Agreement

The District shall not be bound by or be liable for any statement or representation of any nature not set forth outlined in this Handbook. Changes of any of the provisions of this Agreement shall not be valid unless reduced to writing and signed by both parties.

E. Suspension and Termination

The District may, by written notice, direct user to suspend its use of the facility for such period of time as may be determined by the District to be necessary or desirable. Upon receipt of such termination notice, user shall immediately discontinue use of the facility under this Agreement. Payment for use already completed or in process at the time the notice of termination is received shall be adjusted as outlined.

F. Waiver

The failure of District to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or user's delay in the exercise of any such rights or remedies shall not release user from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of District to insist upon strict performance of this Agreement.

G. Assignments and Subletting

User shall not have the right to assign this agreement or allow any other person or entity to use or occupy any or all of the facility without the prior written consent of the District, which consent may be granted or withheld at the District's sole discretion.

H. Default

In the event that user fails to pay any fee or other sum required to be paid by the user hereunder when due, or otherwise fails to comply with or observe provisions of this Agreement, in addition to any other remedy that may be available to the district by reason of such failure, whether at law or in equity, the District may immediately terminate this Agreement and all rights of the user hereunder.

I. Arbitration

In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by A.R.S. §12.1518 and §12.133 and rules promulgated thereunder.

J. Conflict of Interest

The parties understand that this Agreement is subject to cancellation pursuant to A.R.S. §38-511 of the Arizona Revised Statutes, without penalty or further obligation on the part of the District, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the District is, at any time while this Agreement or any extension hereof is in effect, an employee or agent of the user, in any capacity, or a consultant to the user, with respect to the subject matter of this Agreement.

K. Governing Law

The laws of the State of Arizona shall govern this Agreement, the courts of which state shall have jurisdiction of the subject matter hereof.

L. Relationship

The parties agree that neither the user nor any employees or other personnel of the user will for any purpose be considered employees of the District, and with respect to the user and any employees or other personnel of the user, the District shall not be responsible in any manner for the supervision, daily direction and control of the user and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for user and any of its employees or other personnel.

IV. Facilities Use Guidelines

A. When using a school or District facility or any portion thereof, user agrees

to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the District pertaining to the use and occupancy of the facility. User agrees to take good care of the facility and any equipment and furniture located therein, and to leave the facility at all times in as good order and condition as existed prior to user's use thereof. User shall not use or allow any portion of the facility to be used for any unlawful purpose. User shall not commit or allow to be committed any waste or nuisance in or about the facility, or subject the facility to any use that would damage any portion of the facility or raise or violate any insurance coverage maintained by the District. WESD does not rent facilities to individuals or private parties not affiliated with an organization. All activities must be related to the mission of the organization. Failure to adhere to these guidelines may result in immediate suspension of the facility use privilege until compliance is attained, or permanent suspension if compliance is not attained.

By signing the Application Form, you agree that you and your group will adhere to WESD Policies, applicable laws and the following requirements:

A. General Guidelines

1. User agrees to take good care of the facility and any equipment and furniture located therein, and to leave the facility at all times in as good order and condition as existed prior to user's use.
2. User agrees to follow the guidelines outlined in the **Appropriate Activities List** available online at www.wesdschools.org under the community tab under Facility Use.
3. Limit the number of occupants to the safe seating capacity of the room or facility used. Observe all Fire and Police Department ordinances pertaining to public assemblies.
4. Allow authorized school personnel access to all buildings, grounds and facilities at all times.
5. Require all persons using the facility to confine themselves to the area(s) assigned for your use.
6. Require participants to wear appropriate clothing.
7. Observe District vehicle parking guidelines, and do not allow parking in areas marked with red, indicating a fire lane. Parking will be allowed in designated school parking lots with overflow parking restricted to neighborhood areas that do not interfere with residential driveways. Vehicles in violation will be ticketed or towed by the city.
8. Maintain all areas used in a clean and well-organized manner.
9. Require and provide competent adult supervision for all events and uses of the facility. Supervisors must be physically present during the event. If playground equipment is approved for use, provide adult supervision of at least one adult for each twenty (20) children using the equipment. At all times, maintain a list of emergency agencies and telephone numbers.
10. Use electrical tools, appliances, and extension cords that are in good condition. Extension cords are to be taped to the floor to avoid a trip hazard.
11. Identify all means of access or egress, and communicate said information to participants.
12. Inspect the roadway and sidewalks to be used, and keep them

- clear of obstructions during use.
13. Use, handle, store, and stack all materials properly.
 14. Provide adequate signs and markers to inform participants of rules and to maintain the facility in a safe manner.
 15. Provide a written program of speakers, plays, amusements, entertainment, or other activities to the Site Administrator. Any advertising for promotion of the program, such as newspaper releases, posters, flyers, tickets and handbills, must indicate the name of the user group. Advertising for program promotion must be approved by the Communications Department of the Washington Elementary School District prior to distribution. Call 602-347-2893 for flyer approval information. Users must notify the facility use coordinator if there is anticipated media coverage for the event.
 16. No event will be held for the purpose of advancing any theory subversive to the constitutions or laws of the State of Arizona or the United States, or for the purpose of advocating social or political change through violence. User shall not use or allow any portion of the facility to be used for any unlawful purpose.
 17. Upon completion of the event or activity, remove all debris resulting from use, and return the facility to the state in which it was found.
 18. All events must end prior to 10 p.m., Sunday through Saturday.
 19. User shall not permit any food, drink in any portion of the facility without the prior written consent of the District.
 20. Equipment used in a facility must follow Consumer Product Safety guidelines and carry the Underwriters Laboratory (UL) sticker. Prior approval for use of specific equipment must be obtained from the Site Administrator in accordance with the District guidelines. Policy prohibits the use of toaster ovens, toasters, convection ovens, waffle irons, candles, and any open-flame items, etc.
 21. If the equipment you are using is determined by the Site Administrator to be a hazard or safety issue, you will be requested to remove it immediately. If necessary, the District will remove the equipment, and the Site Administrator will provide you written notice of its removal.
 22. No materials or equipment, including lighting, wiring, scenery, decorations, combustible materials, animals, or other items of an unusual nature, may be brought into a school building without prior written approval of the Facility Use Coordinator. In order to avoid interference with the regular school program, the user must remove any such approved apparatus or equipment from the school premises upon termination of the rental period.

B. Use of Kitchen Guidelines and Food Regulations.

The following are regulations regarding proper food preparation, distribution and sales during a special event by any organization using Washington Elementary School District's facilities.

It is your organization's responsibility to comply with Maricopa County Health Code, 2009 F.D.A. Food code Regulations, all local

jurisdictional codes, and obtaining any permits or variances if required. Failure to comply with all requirements listed could result in legal action against your establishment or organization.

*All events require a WESD Facility Usage Application form.

Regulations for organizations hosting events at WESD facilities:

1. **School Kitchen Usage-** Organizations must complete a WESD facility Usage Form and Kitchen Usage Form for use of a school's kitchen. A minimum of one Nutrition Services' employee must be staffed for the duration of time that the food is prepared, served, and equipment cleaned. See Appendix B.
 - All food must be prepared and cooked in the kitchen.
 - All food service equipment must be washed, rinsed and sanitized.
 - Food that is prepared, cooked and covered/protected may be taken out of the kitchen to areas on campus to be delivered or sold **for immediate use.**
 - Under the guidance of the Nutrition Services' employee, a group that rents a popcorn or cotton candy machine or has food items delivered such as pizza, may make and sell the item inside the kitchen/cafeteria for consumption or cover/protect the product and take outside the cafeteria to be delivered or sold on campus.
 - Volunteers: teachers, parents, students may assist in **limited** service when under the direction of Nutrition Services' employee. See *Appendix C.*
 - **No Grilling or Cooking outside the kitchen/cafeteria.** Upon prior principal approval, an organization may apply for a variance to allow for outdoor grilling through <http://maricopa.gov/EnvSvc/> or call 602-506- 6980 to see if event qualifies for permit. A written copy of the variance would need to be provided to the WESD Nutrition Services Department five days prior to event. See *Appendix D.*
2. **Nutrition Services Catering-** Groups or organizations can complete a Facility Usage Form and contract directly with WESD Nutrition Services for events to be catered. A pre-arranged amount of food is prepared at one of our WESD permitted premises for immediate service and consumption at another pre-arranged amount of food is prepared at one of our WESD permitted premises for immediate service and consumption at another pre-arranged or satellite location on a school's campus. Nutrition Services 602-896- 5235, See *Appendix B.*
3. **Outside Vendors-** Groups or organizations may fill out a WESD facility Usage Form and then contract with outside vendors to provide food service. This type of service does not include usage of WESD Kitchen Facilities.
 - The vendors would be responsible for having the appropriate permit for their service. No additional permits would need to be obtained by the organization sponsoring the event. The vendor would be responsible for all preparation and selling of the product.
 - Vendor is required to have permit available day of event.

- Volunteers would be able to assist the vendor as long as an employee of the vendor is present at all times during food preparation and selling.
 - Contact the WESD Facility Use Coordinator at 602-347-2682 for Food Truck policies.
4. **Food Trucks ONLY for PTO/PTA-sponsored Events-**
- Qualified PTO/PTA: The WESD PTO/PTA must be active and have a current Certificate of Liability Insurance policy with WESD listed as Additional Insured on file with the WESD Facility Use Coordinator.
- Qualified Event: Event must be sponsored or co-sponsored by a qualified PTO/PTA. Only PTO/PTA events planned for out-of-school-time hours will be approved to have Food Trucks participate. A WESD Facility Use Application must be approved for the event.
 - Qualified Food Truck: The PTO/PTA will confirm that the Food Truck participating in the event is in compliance with Maricopa County Health Codes, FDA Food Code Regulations, all local jurisdictional codes, and has all applicable permits or variances. All WESD Special Event Food Regulations must be followed. This does not include usage of WESD Kitchen Facilities. A list of qualified food truck vendors can be obtained by contacting the WESD Facility Use Coordinator. NOTE: PTO/PTA groups are NOT limited to using these specific qualified food trucks.
 - Qualified Food Truck Liability: The Food Truck must send a copy of a current Certificate of Liability Insurance policy with WESD listed as Additional Insured to the WESD Facility Use Coordinator prior to the approved PTO/PTA-sponsored event. All qualified Food Trucks must park in the school parking lot during the event.
 - Profit-share: The PTO/PTA and the for-profit Food Truck will come to a profit-share agreement. The for-profit Food Truck will donate a specified portion of the proceeds from their event food sales to the PTO/PTA that is sponsoring the event.
5. **Bake Sales-** Bake sales which meet all of the following criteria are exempt from Maricopa County food establishment requirements and no permit is necessary.
- **NO Bakes Sales** are permitted during the school day.
 - If baked items are prepared in a private home the sale or giveaway of these **items must be accompanied with a place card informing the consumer that the food is prepared in a kitchen that is not subject to regulation and inspection by Maricopa County Environmental Services Department.** Bake Sale Disclosure Document can be downloaded <http://maricopa.gov/EnvSvc/>. See *Appendix D*.
 - The food item being produced is a non-potentially hazardous baked food item. Potentially hazardous foods are: cream puffs, cream based pie and cakes, cheesecakes and any other similar items.
 - Non-refrigerated items only.

- Acceptable items: cookies, brownies, fruit pies, cupcakes, dessert bars. All items would need to be packaged for individual sale or sale as a whole cake or pie.
6. **Limited Concession Stands- No Potentially Hazardous Food Served-** Groups or organizations would not be required to obtain a permit to set up a temporary concession stand on campus.
- Only commercially individually prepackaged food or drink that is not potentially hazardous may be used. Examples would be: individually prepackaged chips, pretzels, cookies, candy, nuts, seeds, popsicles, frozen juice bars, ICEE, bottled water and canned soda.
 - **NO** dairy or protein products that require refrigeration or freezer are permitted. Example: no milk or ice cream bars.
7. **Apply for Special Event Food Service Permit-** A group or organization may apply for their own Special Event Food Service Permit, if it is a qualified event, through Maricopa county environmental Services Department. This process may take a minimum of 180 days to process, fees may apply.
- Call permit services at 602-506-6980 to determine if your event qualifies.
 - The Department's website <http://maricopa.gov/EnvSvc/>. See *Appendix D*.
 - A WESD Facility Usage Form is required. See *Appendix A*.
 - A Kitchen Usage form is required when using the school's kitchen. See *Appendix B*.
 - It is your organization's responsibility to comply with Maricopa County Health Code, 2009 F.D.A. Food code Regulations, all local jurisdictional codes, and obtaining any permits or variances if required. Failure to comply with requirements could result in legal action against your organization.
8. **Combination Services-** A group or organization may require two or more of the above regulations to provide food service during an event. Examples include but not limited to:
- Items prepared and cooked at the onsite School's Kitchen or through Nutrition Services' Catering that are covered/protected and ready for immediate consumption, may be brought out to a concession stand for **immediate service**.
 - Bake sale, limited concession stands, kitchen usage or catering services combined with outside vendors.
9. **Exempt Functions-** Exemptions to the Maricopa County food Codes when a permit is not required would include: food and drink that is served at a no cost social event that takes place at a workplace or for a specific small group or organization that is not open to the community. Examples would include: workplace potlucks, award or recognition breakfasts, luncheons, or dinners, end of season sports parties, student council meetings, etc. - for a specific group only.

C. Outdoor Grounds and Parking Guidelines

1. Current renters in good standing will receive priority for rentals.
2. All leagues will return their field use requests twice per year. Due dates will be determined and communicated by the Facility Use

Coordinator.

3. Each season, after receiving field use requests, WESD will meet with the groups that have requested field space. Allocations will be determined, and expectations of use will be discussed.
4. Field lights are the responsibility of the District. The user group may be invoiced for any upgrades or repairs made to damaged lights and/or electrical panels. All upgrades or repairs made to field lights by users will require approval from the District prior to any work scheduled. If field lights become a liability to the District, they will be removed and/or disconnected by the District in order to ensure safety. Groups may be required to place a deposit for field lights each season that will be applied to the light bill. Any additional charges will be invoiced and due upon receipt.
5. Snack Shacks must be upgraded to City code, and they must be connected to their own power and water supply. Each group must obtain a permit from the Department of Health Services, including a food handling license. The District will require each group to submit a copy of their Snack Shack Department of Health Services permit prior to the beginning of each season.
6. Bleacher maintenance is the responsibility of the user groups. They must be kept in good shape with no sharp edges, splinters, or metal surfaces that may get hot and cause burns. Plastisteal bleachers are recommended. Bleachers must also have a hard surface (concrete) under them to prohibit weeds from growing.
7. Scoreboards belong to the user groups, and they must be kept in safe and working order. If they become hazardous, the District will notify user groups of the need for repair. If children's safety and/or District liability necessitate doing so, the District will disconnect and/or take down scoreboards.
8. Temporary fencing must sit on the ground; it is not to be driven into the dirt, as this causes broken water lines, broken sprinkler lines, broken control wires for sprinklers, broken electrical lines, and broken sanitary lines.
9. User groups are responsible for repairing any ruts caused by bringing vehicles on to the fields. In accordance with both Federal and State law, no chemicals or fertilizers of any kind can be used on any District field except by a licensed applicator employed by the District. Please contact the Facility Use Coordinator to arrange this service.
10. User groups are responsible for repairing any damages to fences, backstops, buildings, etc. that they have caused. If the District repairs the damage, the user group will be billed for the cost of the repairs.
11. In order to minimize disturbance to residential areas, field lighting must be turned off no later than 10:00 p.m. It must be directed away from neighborhood residential areas. (City ordinance requires no more than one-foot candle of light outside the school fence line.)
12. Sound system speakers must be directed away from the adjoining neighborhood and toward the playing fields. Volume must be maintained at a level that does not disturb neighborhood

- residences. Use of all sound systems requires District approval prior to use, and the District reserves the right to discontinue use of any sound system.
13. The Site Administrator must approve vehicle access to playgrounds and fields. Activities that disrupt the educational program are not permitted.
 14. No modifications, either temporary or permanent, are to be made to site grounds or structures without prior submission and approval of a **Site Improvement Form**. This form is available online at www.wesdschools.org; under the community tab and Facility Use. Upon completion, the form is to be submitted to the Site Administrator. Please note that site grounds modifications include removal of topsoil, trenching, grading, excavating, installation of poles, electrical work, temporary fencing, etc. User groups are to fill potholes with District- approved topsoil only. The State Health Department prohibits use of weed oil or diesel fuel for line markings on fields. Additionally, fine wiring such as chicken wire, etc. cannot be used, as it is deemed a safety hazard.
 15. Parking will be allowed in designated school parking lots with overflow parking restricted to areas that do not interfere with residential driveways. City of Phoenix ordinances do not permit double-parking or parking in alleyways. Alleyways are not to be used for drop-off purposes. Vehicles that are in violation will be ticketed and/or towed by the City of Phoenix. User groups are cautioned that the use of adjacent parking lots not owned by the District might require approval from the owner.
 16. If, in addition to using outdoor space, a user wishes to access indoor areas, such as restrooms, this request must be made on the Facility Use Application Form and will include an additional fee. Restroom access may necessitate District custodial services; such services are available at a fee of \$22.00 per hour.
 17. Registration for user groups' events or activities cannot interfere with the educational process during the school day.
 18. After each use, the user group must clean up the playground and ball field areas. This may include providing trash containers at the user group's expense to ensure that this standard is maintained.
 19. In order to receive discounted usage fees, each league will be required to submit a list of qualifying expenses and receipts each season. Fees will not be discounted unless the expense directly benefits the District. The District will work with the Outdoor Users' Council each season to determine allowable expenses.
 - a. Credit will be given for donation of the following items:
 - i. seeding
 - ii. infield mix
 - iii. permanent fencing
 - iv. stabilizer
 - v. sprinklers
 - vi. other District requirements
 - b. No credit will be given for the following items:
 - i. scoreboards

- ii. bleachers
- iii. snack bars

c. Discount rates are as follows:

Public Gifts and donations valued over \$300 are required to approved by the WESD Governing Board

| <u>Donated Amount</u> | <u>Discount</u> |
|-----------------------|-----------------|
| \$500-\$2,000 | 25% discount |
| \$2,001-\$3,500 | 30% discount |
| \$3,501-\$5,000 | 40% discount |
| \$5,001+ | 50% discount |

d. At any time, if the District determines that the set fees no longer cover the cost of operation, the District will determine new use fees or a new fee structure.

D. Display of Advertising Materials by Persons, Groups or Organizations Renting School Facilities and Property.

Washington Elementary School District Governing Board has adopted an advertising policy for the display of promotional materials by groups or organizations renting our school facilities. All signs and banners displayed on school property MUST be approved by the WESD Facility Use Coordinator. The Superintendent may develop regulations to govern signage and advertising on school facilities.

The policy requires all facility users to follow these procedures:

- Submit a completed **WESD Banner Display Request** form along with photographs of the requested sign/banner in its final format to the WESD Facility Use Coordinator. This request form is available at www.wesdschools.org ; under the Community tab and Facility Use.
- Each group must complete this approval process prior to each season or registration period and before displaying any signs or banners on school property.
- An approval form will be sent to you. Please present a copy of the approval to the school office before posting the sign or banner.
- Banners are all classified in one of the three categories below:
 1. Registration Sign/Banners (plain text):
 - Group may only post in registration territory and must currently rent a WESD facility.
 - Take down Registration Sign/Banner upon completion of registration period.
 2. Sponsor Sign/Banners (with sponsor logo included):
 - Cover Sponsor Sign/Banner after EACH game, practice or event.
 - Fold and/or clip up Sponsor Sign/Banner after EACH game, practice or event.
 - Take down Sponsor Sign/Banner after EACH game, practice or event.
 3. Thank You Sign/Banners (with plain common text only- no sponsor logo):
 - Take down Thank You Sign/Banner upon completion of seasonal facility use.

Failure to comply with any Governing Board Policy may result in the loss of your privilege of using our school facilities.

The renter hereby assures the Washington Elementary School District that the organization:

- Has included a photograph of the banner(s) along with this request.
- Has a current Facility Use approval for the use of a WESD facility.
- Has current Certificate of Liability Insurance on file with the WESD Facility Use Coordinator.
- Had an authorized representative of the organization sign this written assurance.
- Will follow all WESD Display of Signs and Banners Procedures as listed. The renter hereby assure the Washington Elementary School District that the banner(s) for displaying:
 - Does not cause the District to violate state or federal laws.
 - Does not promote illegal discrimination on the basis of gender, sexual orientation, disability, race, religion, national origin or ethnicity.
 - Does not promote illegal activity for minors.
 - Does not contain words, symbols or images that would be regarded as lewd, obscene, vulgar or plainly offensive if communicated by a student on school grounds.
 - Does not defame a person or organization.
 - Does not threaten disruption of a school or school-sponsored activity.

For more info contact the WESD Facility Use Coordinator at 602-347-2682.

V. User Group Classification

The Facilities Use Coordinator will determine the classification of all users upon receipt of their Application Forms. First priority will be given to School Activities and Class I users. No Facility Use Application is required for before/after-hours and weekend school level events and activities. (School level activities include staff and student groups, school sports teams, school functions, teacher work days and school concerts/celebrations. All such activities shall be posted on the Online School Calendar.) For the Facility Use rates please refer to the current year **Facility Use Fee Structure** online at www.wesdschools.org; Community Tab, Facility Use.

The complete prioritization of usage is listed below in descending order.

A. Class I – School & District Associated Groups

This category of user is exempt from facility rental fees, but subject to all personnel and other out-of-pocket costs incurred by the District.

This class includes:

1. Organizations directly associated with the District that conducts activities for District school-age children. Examples include Student Council Club Events, Parent Council, PTO/PTA, City Approved Blockwatch, KidSpace Special Events, WESD Enrichment Program Classes, WESD Grant Funded Classes, WESD Tax Credit Funded Classes.
 - a. PTO/PTA, PAC, Enrichment and other groups as determined must provide and maintain a current Certificate of Liability Insurance Policy with WESD listed as Additionally Insured and

Enrichment Program Vendor Classes are responsible to pay the District a percentage of enrollment fees collected- as noted on the WESD Enrichment Vendor Agreement.

2. Units, or elected officials, of Federal, State or local government or local civic groups when conducting community or official business within the District. This includes the City of Phoenix Parks & Recreation department (PAC) for which reciprocal agreements have been executed.
3. District departments conducting approved WESD Staff Development Classes and all groups providing approved Site Improvements to the WESD facilities.

B. Class II – Non-school-sponsored, Non-profit Community Activities for School-age children

This category is for non-school-sponsored, non-profit service or tax supported institutions, organizations. Class II users are subject to all personnel and other out-of-pocket costs incurred by the District. Equipment rental fees also apply to this category of user.

Included in this class are:

1. Youth organizations (i.e., Boys/Girls Clubs, YMCA, Scouts, Campfire, Little League, Pop Warner, Soccer, etc.), Rotary, Lions, etc., while providing youth-based activities.
2. Requirements for this class are:
 - a. State tax identification number other than a social security number
 - b. A copy of Articles of Incorporation indicating a non-profit 501(c)3 organization.
 - c. A current Certificate of Liability Insurance with WESD listed as the Additionally Insured Certificate Holder must be provided and maintained during all use of the WESD facilities.

C. Class III – Non-school, Non-profit Service Organization Activities for Adult and Adult/Youth Groups

This category is for non-school-sponsored, non-profit service organizations for adult/youth groups. Class III users are subject to all personnel and other out-of-pocket costs incurred by the District.

Equipment rental fees apply to this category of user.

Included in this class are:

1. Churches and religious groups
2. Homeowners associations
3. National or State educational organizations using District classrooms for instructional purposes.
4. Requirements for this class are:
 - a. State tax identification number other than a social security number
 - b. A copy of Articles of Incorporation indicating a non-profit 501(c)3 organization.
 - c. A current Certificate of Liability Insurance with WESD listed as the Additionally Insured Certificate Holder must be provided and maintained during all use of the WESD facilities.

D. Class IV – Non-profit Groups That Do Not Qualify Under Class II or Class III: All Profit-Making Groups

This category of user is subject to a processing fee and to all personnel and other out-of-pocket costs incurred by the District. Equipment rental fees apply to this category of user.

Included in this class are:

1. Non-profit groups that do not qualify under Class I or Class II or Class III
2. All commercial, profit-making organizations, regardless of the purpose for their use of facilities.
3. Requirements for this class are:
 - a. State tax identification number other than a social security number
 - b. A current Certificate of Liability Insurance with WESD listed as the Additionally Insured Certificate Holder must be provided and maintained during all use of the WESD facilities.

Note: If a Class III or Class IV organization uses a school facility for an activity, the purpose of which is to donate profits or proceeds to the District or a public charity, that organization will still be charged the Class III or Class IV fees reflected on the Facility Use Fee Structure.

City Parks, Recreation and Institutions of Higher Learning

Permits for the use of school facilities will be issued free of charge to institutions of higher learning for the teaching of college level courses, only if the request for such courses(s) is made by the District as a phase of in-service training for District employees. For all other such requests, the regular fee schedule remains in effect. Agreements for regular and continuing use of school facilities by the Parks and Recreation Department shall be written each year by the Washington Elementary School District through the Superintendent. The agreement will adhere to all District regulations. Agreements for regular and continuing use of facilities by the Parks and Recreation Departments of the City of Phoenix or surrounding cities shall be in accordance with procedures outlined in this manual.

FACILITY USE FEE STRUCTURE

Facility Use Charges:

| Service or Facility Type | Fee Per Hour for Each Organization Classification | | | |
|---|---|-----------------------|-----------------------|-----------------------|
| | Class 1 | Class II | Class III | Class IV |
| CUSTODIAL SERVICES (when applicable) | \$22/Hr No min. | \$22/Hr 1 hr. min. | \$22/Hr 2 hr. min. | \$22/Hr 2 hr. min. |
| NUTRITION SERVICES (when applicable) | \$26/Hr No min. | \$26/Hr 1 hr. min. | \$26/Hr 2 hr. min. | \$26/Hr 2 hr. min. |
| Regular Classroom | NC | \$- | \$- | \$- |
| Specialty Classroom | NC | \$- | \$- | \$- |
| Multi-purpose Room/ Cafeteria | NC | \$- | \$- | \$- |
| Multi-purpose Room & Kitchen | NC | \$- | \$- | \$- |
| Gymnasium | NC | \$- | \$- | \$- |
| Library | NC | \$- | \$- | \$- |

Regardless of user classification, a Nutrition Service employee must be present when a kitchen is used. An additional Kitchen Use form must be submitted with the Application and Agreement for Use of Facilities Form. A charge of \$26/hour, for a minimum of 2 hours, will be charged for use of the kitchen. If the organization/user is preparing, selling, and/or serving food, the user must comply with appropriate federal, state, or local laws, rules and regulations.

Single Event Outdoor Charges:

| Outdoor Facility | Fee Per Hour for Each Organization Class | | | |
|--------------------|--|----------|-----------|----------|
| | Class 1 | Class II | Class III | Class IV |
| • School Field | N/C | \$- | \$- | \$- |
| • Parking Lot | | | | |
| • Basketball Court | N/C | | | |

Class II & III Seasonal Field Charges:

\$10 registration fee for each season

Elementary Schools: per field Middle Schools: per field

Class IV Seasonal Field Charges:

\$25 registration fee for each season

Elementary Schools: per field Middle Schools: per field

Please see current year Fee Structure

* Field lighting charges will be invoiced separately and due upon receipt.

Please call 602-347-2682 or 602-347-2626 for more information.

APPENDIX A

KF © (GOVERNING BOARD POLICY): COMMUNITY USE OF SCHOOL FACILITIES

Leasing (renting) School facilities and property may be leased to extended day resource programs and any person, group or organization for any lawful purpose in the interest of the community. The purposes included but are not limited to the following: recreational; scientific; educational; social; political; religious; economic; other civic; artistic; oral; or governmental.

A reasonable use fee shall be charged for the lease of school facilities and property and this fee may be offset by foods contributed or services rendered by the lessee. "Reasonable use fee" means an amount that is at least equal to the cost for utilities, services, supplies or personnel provided to the lessee pursuant to the term of the lease. Proof of liability insurance shall be required for the use or lease of school property pursuant to A.R.S. 15-1105.

Adopted: September 23, 2004

KFA © (GOVERNING BOARD POLICY) PUBLIC CONDUCT ON SCHOOL PROPERTY Liquor, Alcohol and Narcotic Drugs are prohibited at schools

and school related areas. The possession of, influence of, or any use of liquor, alcohol, narcotic, illegal drugs or medical marijuana on District property, at a District event, or in a District vehicle is prohibited in the following locations: school grounds, school buildings, school parking lots, school playing fields, school buses and other District vehicles, and off campus school-sponsored events.

IMG © (GOVERNING BOARD POLICY) ANIMALS IN SCHOOLS The Superintendent may establish procedures for appropriately and humanely bringing live animals into a classroom. Such procedures shall forbid the transporting of live animals on school buses. Seeing-eye and service dogs are permitted on school buses and in classrooms to perform the functions for which they are trained. A dog's laminated identification card may be requested for verification.

Per Arizona Revised Statutes 36-798.03 and WESD Policy: Tobacco products are prohibited at schools KFAA © SMOKING ON SCHOOL PREMISES AT PUBLIC FUNCTIONS and school-

related areas. The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor products is **prohibited** in the following locations: school grounds, school buildings, school parking lots, school playing fields, school buses and other District vehicles, and off campus school-sponsored events.

Per Arizona Revised Statutes 15-1105: LEASE OF SCHOOL PROPERTY; CIVIC CENTER SCHOOL FUND; REVERSION TO SCHOOL PLANT FUND; DEFINITIONS

A. The governing board, or the superintendent or chief administrative officer with the approval of the governing board, may lease school property, including school buildings, grounds, buses and equipment to any person, group or organization for any lawful purpose, including recreational, educational,

political, economic, artistic, moral, scientific, social, religious or other civic or governmental purpose in the interest of the community, including extended day resource programs. The governing board, superintendent or chief administrative officer shall charge a reasonable use fee for the lease of the school property, which fee may include goods contributed or services rendered by the person, group or organization to the school district.

- B. The governing board, or the superintendent or chief administrative officer with the approval of the governing board, may permit the uncompensated use of school buildings, grounds, buses, equipment and other school property by any school related group, including student political organizations or by any organization whose membership is open to the public and whose activities promote the educational function of the school district as determined in good faith by the school district's governing board, or the superintendent or chief administrative officer with the approval of the governing board, including extended day resource programs, except as provided in section 15-511.
- C. A person, group or organization that is otherwise eligible to lease school property shall not be denied use of or charged differentiated fees for school property on the basis of the person, group or organization's beliefs, expression of beliefs or exercise of the rights of association that are protected under the laws of this state, the Constitution of Arizona, the laws of the United States or the United States Constitution.
- D. The governing board shall annually approve a fee schedule for the lease of school property. The fee schedule shall include a designation of the persons, groups or organizations that shall have uncompensated use of the school property, and a procedure for determining the value of goods and services being provided as compensation for the use of school property. The governing board, superintendent or chief administrative officer shall require proof of liability insurance for such use or lease of school property.
- E. Except as provided in section 15-1102, monies received for and derived from the use or lease of school property under this section shall be promptly deposited with the county treasurer who shall credit the deposits to the civic center school fund of the respective school district. Monies placed to the credit of a civic center school fund may be expended for civic center school purposes by warrants drawn upon order of the school district governing board, or the superintendent or chief administrative officer with the approval of the governing board. The civic center school fund of a school district or multiple school district civic center school program is a continuing fund not subject to reversion, except upon termination of a civic center school program. Upon termination of a civic center school program any remaining funds shall revert to the school plant fund of the school district or districts.
- F. For the purposes of this section:
 - 1. "Educational function" means uses that are directly related to the educational mission of the school district as adopted by the school

district governing board and includes parent-teacher organizations, youth organizations and school employee organizations.

2. "Extended day resource programs" means activities offered on school property before or after school or at times when school is not customarily in session for children who are of the age required for kindergarten programs and grades one through eight. The program may be offered for children who are of the age required for a kindergarten program or for one grade or for any combination of kindergarten programs and grades. Activities may include physical conditioning, tutoring, supervised homework or arts activities.
3. "Reasonable use fee" means an amount that is at least equal to the school district's cost for utilities, services, supplies or personnel that the school provides to the lessee pursuant to the terms of the lease.

APPENDIX B

KITCHEN USAGE FORM. (Online- www.wesdschools.org, click on Community tab, Facility Use). Contracts or catering services with WESD Nutrition Services call 602-896-5235.

APPENDIX C

SUPERVISING NUTRITION SERVICES STAFF RESPONSIBILITIES:

- Health code rules are followed
- Equipment is properly operated
- Safety rules are adhered to when using equipment
- Proper hand washing and food safety standards are met
- Kitchen use is by adults only (only one under age of 18 is allowed in kitchen)

GUIDELINES FOR VOLUNTEERS UNDER NUTRITION SERVICES' STAFF:

The Nutrition Service employee will provide simple ongoing training to volunteers who will prepare, cook and serve food. Volunteers are responsible for returning the kitchen back to its original condition. Volunteers are encouraged to obtain Food Handler's Card from Maricopa County Environmental Services Department. See Appendix D.

Proper Hand Washing Procedure- at designated hand sinks:

1. Wash hands
 2. Apply soap
 3. Scrub hands for minimum 20 seconds
 4. Rinse hands
 5. Dry hands with paper towel
 6. Use paper towel to turn off water
 7. Dispose of paper towel in trash
 8. Put on clean disposable non-latex gloves
- Wash hands: before and after eating, using restroom, cleaning, taking out garbage, smoking, changing tasks, and every time you put on new gloves.
 - Avoid unclean practices like touching your face or clothing with gloves on.
 - Appropriate attire: closed toe shoes, hair restraint
 - No eating while working, drinks must have closed lid with straw.

APPENDIX D

MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT:

- Obtain Food Handler's Card
- Special Event Food Service Permit
- Variance for food service during an event
- Bake Sale Disclosure Statement download
- General food service questions

