RULES GOVERNING USE OF SCHOOL FACILITIES

FACILITY USE

The Board of Education of Madison Community Unit School District No. 12 supports the idea that school facilities should be made available to the community for activities and events which are in the best interest of the District 12 community and do not interfere with the function of the school.

School facilities may be provided for the use of community organizations during non-school hours when such use does not: (1) interfere with any school function or affect the safety of students or employees, or (2) affect the property or liability of the School District. The use of school facilities for school purposes has precedence over all other uses. School facilities shall not be used for promulgating any theory or doctrine subversive to the laws of the United States or any political sub-division thereof, or advocating governmental changes by violence, or for any activity that may be inconsistent with the principles of the District or may be injurious to the buildings, grounds or equipment.

A. Application for Facility Use

1. All requests for use of school property, including facilities and equipment, must be directed to the Superintendent, except that student groups meeting during school hours must direct their written requests to the Principal. The Principal may grant authorization of use of school property for student groups meeting during school hours or school programs meeting beyond school hours. The Superintendent may grant authorization of use of school property for school affiliated groups.

2. Scheduling must be coordinated with the Superintendent or his/her designee. Meetings of school affiliated groups shall have precedence over all others. Use of facilities granted under this policy may not conflict with District activities or maintenance schedules.

3. All applicants must complete the form titled "SCHOOL FACILITIES USE AGREEMENT" which may be obtained by contacting the District office.

4. The Board shall consider only those completed requests made at least fourteen (14) days before the scheduled regular Board meeting. Emergency request for use of school property may be granted by the Superintendent upon extenuating circumstances.

B. Grant of Permission

1. Permission to use District facilities shall be based on the following considerations:

   a. Scheduling arrangements;

   b. Consistency with purposes of this policy;

c. Applicant's agreement to indemnify the District and to provide insurance as set forth in section C below;

d. Applicant's agreement to the "Rules Governing the Use of the School Facilities," as set forth in section D below;

e. Non-profit nature of activity;

f. Completion of SCHOOL FACILITIES USE AGREEMENT;

g. Any other relevant matter, including, but not necessarily limited to, legal restrictions; and

h. Risk of disruption to District operations or damage to facilities.

2. Upon approval of the Board, a facilities use permit shall be issued. Applicants shall receive written notification of the issuance of such permit.

3. Although permission may be granted for regular use of facilities (i.e. every Wednesday at 3:00 p.m.), in no event shall permission be granted for a period of more than one year at a time.

4. The Board may charge for facility use pursuant to a schedule of fees determined by the Board. Extraordinary costs may be billed to the applicant. Extra security may be required at applicant's cost. In addition, in the event that custodians have to work past their regular hours or on weekends, the cost for the usage shall be billed at one and one-half times the custodial hourly rate.

C. Claims Arising from Use

1. As set forth in the SCHOOL FACILITIES USE AGREEMENT, by accepting a permit, the applicant agrees to indemnify the School District, the Board of Education and their members, officers, employees, agents and insurers, in their official and individual capacities.

2. Applicant, other than a school affiliated group applicant, shall provide liability insurance coverage. The minimum amount of insurance to be procured for utilization of the property is one million dollars ($1,000,000). A larger amount of insurance may be required by the Superintendent due to the nature of the use. All insurance must be occurrence based insurance. All insurance coverage shall name the Madison Community Unit School District No. 12 as an insured party and shall be issued by an admitted (Illinois) insurance company. The Superintendent may require that the School District, the Board of Education and their members, officers, employees and agents be named as additional insureds. The certificate of insurance shall provide that the insurance may not be canceled, modified or non-renewed without thirty (30) days

advance written notice to the Superintendent by certified mail. Insurance verification must be received prior to the permit being granted.

3. The Board shall not be liable for any cancellation of a scheduled program arising from the applicant's decision to cancel the activity, the failure of heating system, electrical service or other building equipment, or an Act of God or any decision of the Board or its designee.

D. Rules Governing the Use of School Facilities

The following "Rules Governing the Use of School Facilities" shall be followed by all groups using the school facilities and shall be distributed with all permits for use of District 12 facilities.

1. Smoking is to be prohibited at all times.

2. No alcoholic beverages, marijuana/marijuana based products, or unlawful drugs are to be sold, possessed or consumed on school premises.

3. The group using the facilities agrees to limit the audience to the maximums stipulated by the permit for the facilities assigned and to maintain adequate aisles to exits.

4. No facilities, space, or equipment beyond that granted in the permit shall be requested or used without approval from the Board or the Superintendent.

5. The Superintendent is to be notified at least forty-eight (48) hours in advance in the event any approved program should be canceled.

6. The permit for the use of the facilities is not transferable.

7. Any damage to the school property must be reported in writing to the Superintendent or his office immediately after such damage has been incurred.

8. The sponsoring person or organization shall provide on-site adult supervision as shall be necessary to control the activity. The sponsoring person or organization shall identify the responsible on-site supervising adult and contact information in advance of the use.

9. Proper respect and consideration shall be accorded to those residents living in the immediate area at all times.

10. Proper respect shall be shown to district employees and Board of Education members at all times.

11. The Board or its designee shall have the authority to expel any individual, team or group that fails to comply with these rules. The Board or its designee reserves the right to cancel any permit at any time for any reason deemed sufficient in the sole discretion of

the Board or its designee. The Board or its designee must be accordedthe right of access at all times. Without further action of the Board, designees of the Board include the Superintendent and the Principal. The Board will be informed if any individual, team, or group is expelled or if any permit is canceled.

12. All groups must vacate the building by 10:30 p.m., unless otherwise allowed in the grant of permit.

13. Weapons are prohibited at all times.

14. Fighting, striking or threatening another person is prohibited at all times.

15. Gambling is prohibited at all times.

16. Illegal activities are prohibited at all times.

17. The group approved/designated to use the facility shall perform ensure that all property and equipment are returned to the condition that it was in prior to use. The group must remove all property that is not Madison School District property from school district property following each use/event. Groups are not authorized to store personal property on Madison School District property/locations.

18. The group must clean up all trash and debris and following each use. Trash must be put in designated trash cans.

19. Group participants and spectators must respect Madison School District property. Individuals must use designated bathrooms to relieve themselves. Bathrooms must be left in clean and working order following the group's use.

20. If there is an issue/problem which arises during use, the designated on-site adult must contact the superintendent immediately.

21. If an event is going to be cancelled or delayed, the designated on-site adult or event organizer must communicate the cancellation/delay as soon as possible to the District contact and all participants. Madison School District is not responsible for notifying participants or cancellation or delay.

FACILITY USE

The Board may charge for facility use pursuant to the schedule of fees as determined by the Board. Fee schedule will be provided upon request. Extraordinary costs may be billed to the applicant. Charges for damaged or missing school property during a group's use of the facilities shall be the responsibility of the group. Payment by the applicant for any damaged or missing school property shall not exceed the cost of repair or replacement. Extra security, as determined by the Board or its designees, may be required at the applicant's cost.

Student groups, school-related organizations, government agencies, and not-for-profit groups will not be charged a fee for the use of the facility during regularly staffed hours. However, in the event that custodians have to work past their regular hours, the cost of the usage shall be billed at one and one-half times the custodial hourly rate. A custodian must be present at any use of the facility on weekends, and the group shall be responsible for paying one and one-half times the custodial hourly rated. The group will be billed after its use of the facility is over or no less than every 30 days for a groups extended use of the facility. Failure to remit payment within 10 days of billing shall result in the use permit being suspended until such time as full payment is received.

The Superintendent will negotiate facility use rates related to for-profit groups or individuals.

Acknowledgement:

I, _____, a duly authorized representative of _____, hereby acknowledge that I have reviewed and consent and agree to abide with all of the provisions set forth in the above Rules Governing Use of School Facilities.