

# KF ©

## 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 include but are not limited to the following:

- |                  |                     |
|------------------|---------------------|
| A. recreational, | G. scientific,      |
| B. educational,  | H. social,          |
| C. political,    | I. religious,       |
| D. economic,     | J. other civic,     |
| E. artistic,     | K. or governmental. |
| F. moral,        |                     |

A reasonable use fee shall be charged for the lease of school facilities and property and this fee may be offset by goods 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 terms of the lease.

### **Uncompensated Use**

The Superintendent may permit the uncompensated use of facilities and 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 District. "Education function" means uses that are directly related to the educational mission of the District as adopted by the Board and includes the educational mission related uses of parent - teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above that will require a substantial District cost for utilities, services, supplies and/or personnel may be permitted only if goods contributed, services rendered or payments are made to reimburse these costs to the District.

The mission of the District is found in section A of the policy manual (see cross referenced policies below). The mission statement and the group's or organization's promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

### **Generally**

The Superintendent shall annually recommend a fee schedule to the Board for the lease of school property and such schedule shall include a procedure for determining the value of goods and services being provided as compensation for the use of school property. The schedule shall include a designation of those groups whose activities promote the educational function of the School District as determined in good faith by the Superintendent and presented for Board review.

Property not associated with the use of facilities is covered in section E of the policy manual (see cross referenced policies below). The District will use its best efforts to avoid conflicts with approved use of the facilities and property but no lease or use provision shall be effective if the administrator of the facility finds that it would cause delay, cancellation, or rescheduling of a school-sponsored activity.

Proof of liability insurance shall be required for the use or lease of school property pursuant to A.R.S. [15-1105](#). The School District and its Governing Board, employees, and agents shall be named an additional insured under the liability insurance policy during the use of the facilities and property.

The School District and its employees, including the Governing Board, Superintendent or Chief Administrative Officer, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

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.

The lessee of school facilities must affirm knowledge of and enforce the requirements and restrictions set out in Chapter 28.1 of A.R.S. Title 36 related to medical marijuana.

The lessee of school facilities to be used for athletic activities must confirm knowledge of and compliance with the requirements and restrictions for such use as set out in Board Policy JJIB.

Adopted: September 15, 2016

LEGAL REF.:

A.R.S.

[15-511](#)

[15-1105](#)

[15-1141](#) to [15-1143](#)

[16-411](#)

[36-2801](#) *et seq.*, Arizona Medical Marijuana Act

CROSS REF.:

[A](#) - District Mission and Belief Statement

[AC](#) - Nondiscrimination/Equal Opportunity

[EDC](#) - Authorized Use of School-Owned Materials and Equipment

[KFA](#) - Public Conduct on School Property

# KF-RA ©

## REGULATION

### COMMUNITY USE OF SCHOOL FACILITIES

The Superintendent 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 Superintendent provides a written statement indicating a reason why the election cannot be held in the school that includes any of the following:

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

# KF-RB ©

## REGULATION

### COMMUNITY USE OF SCHOOL FACILITIES

#### (Filing Procedures for Use of Equipment/Facilities)

A request is made at the campus on which the facility is located or the equipment is stored at least two (2) weeks before the requested use.

The Superintendent shall review the submitted request form, checking to be sure the applicant has filled in all of the necessary information and has signed the form. The Superintendent shall note approval or non-approval, forwarding the request to the District office. If approval is not recommended the request shall be forwarded with an explanation.

If given approval by the District office costs, evidence of insurance and other requirements are to be indicated and the requests returned as indicated below.

A. The request form is sent from the District office back to the Superintendent once acted upon. The Superintendent is responsible for notifying the applicant of the approval, conditions (if any) imposed or denial of approval and reasons.

B. If costs are involved, the principal asks the applicant to sign below the area specifying the fees and conditions.

Payment of projected fees are to be received in advance. All liability insurance is to be secured by the applicant, with evidence being sent to the District office one (1) week before the date of use. Failure to secure acceptable liability insurance will cancel the use agreement. Any cost overruns for services or equipment will be billed to the lessee.

# KF-EA ©

## EXHIBIT

### COMMUNITY USE OF SCHOOL FACILITIES

An applicant requesting the use of school facilities agrees to comply with the following rules and the District policy concerning conduct on school property if granted permission to use the requested school facilities.

A. All community group activities, including preparations, must be conducted in such a manner that students can continue their educational programs without undue interruption.

B. An employee of the District must be on duty whenever a school building is used by an organization or group unless prior approval for other arrangements has been granted.

C. The applicant is held responsible for the preservation of order. All children attending or participating in the event or activity must be supervised by responsible adults.

D. No alcoholic liquors or beverages shall be brought to or consumed in the buildings or on the grounds.

E. Tobacco and smoking is prohibited on school property.

F. Putting up decorations or scenery or moving pianos or other major furniture is not allowed without prior permission.

G. Nothing shall be sold, given, exhibited, or displayed for sale without prior permission from the school. Any sales are prohibited unless the proceeds will be used for charitable or nonprofit educational purposes.

H. Unless waived by the District when use is in conjunction with a District activity, groups must provide the District with documentary evidence of liability insurance of at least one million dollars (\$1,000,000). Each group will be responsible for the repair or replacement of damaged equipment, furniture, or facility.

I. The School District and its employees, including the Governing Board, Superintendent or Chief Administrative Officer, are immune from civil liability with respect to all decisions made and actions taken to allow the lease or use of school property, unless the School District or its employees are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

J. The District reserves the right to require, if it should deem it necessary, a cash bond of five hundred dollars (\$500), or more to cover any damages that might be done to any equipment, furniture, or facility.

K. All wages earned by District employees on duty for approved facilities use shall be paid by the District. No District employees shall be paid directly by any group using the facilities.

L. The availability of cafeteria kitchens and other special subject or usage areas may be restricted to specific times or activities. Special fees may be charged for the use of those facilities.

M. When more than one (1) applicant requests the use of a facility for the same time, the applicant filing first shall be given first consideration. If a school program or calendar changes, the school program shall take priority, even if the activity has been scheduled. Every effort will be made to reschedule the activity as conveniently as possible when such cancellation has occurred.

N. The issuance of keys to facilities is to be discouraged. However, if no alternative is suitable, it shall be the principal's responsibility to issue and retrieve facility keys according to the District key-control procedures.

O. Permission shall be denied for activities that would exceed the capacity of the facility or be in violation of fire or safety regulations. It shall be the responsibility of the applicant to make appropriate members familiar with the use of fire and other safety devices and procedures.

P. Confirm knowledge of and commitment to comply with the requirements and restrictions for use of facilities for athletic activities as set out in Board Policy JJIB.

Q. Comply with all applicable requirements of The Arizona Medical Marijuana Act.

R. All activities must be conducted within the laws, rules and regulations of the State of Arizona and applicable municipal subdivisions.

S. Requests for future use may be denied to an organization that fails to comply with established rules.

# KF-EB ©

## EXHIBIT

### COMMUNITY USE OF SCHOOL FACILITIES

#### REQUEST FOR USE OF SCHOOL FACILITIES

Date \_\_\_\_\_, 20\_\_\_\_

TO: \_\_\_\_\_

We, \_\_\_\_\_, request the use of a school building  
(Name of organization/group)

facility at \_\_\_\_\_ School for the purpose of presenting the following  
program:

Specific location requested \_\_\_\_\_

We wish the above facility on the following dates: (An attachment is acceptable.)

Day(s) of week	Month	Date(s)	Year	Hours
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If equipment, lighting, tables or chairs are required please specify and indicate any special arrangements needed on the form provided.

There  (will)  (will not) be an admission charge. The admission will be \_\_\_\_\_ for adults and  
\_\_\_\_\_ for children. The proceeds will be used for: \_\_\_\_\_

The rental fee will include custodial or school personnel services, utility costs, and equipment usage fee, if applicable. NOTE: Food services charges and technicians are paid separately.

Two (2) people the District may contact, if necessary, are:

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone: (work) \_\_\_\_\_ (home) \_\_\_\_\_  
Zip code \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Phone: (work) \_\_\_\_\_ (home) \_\_\_\_\_  
Zip code \_\_\_\_\_

We agree to become familiar with and abide by the printed rules and regulations of the District concerning the public use of school facilities and conduct on school grounds.

This request shall be submitted at least two (2) weeks prior to the requested date(s).

RENTAL IS PAYABLE IN ADVANCE TO: BONITA ELEMENTARY SCHOOL DISTRICT #16

Remit to District Office: 18008 S FT. GRANT RD, BONITA AZ 85643

Signatures and titles of organization representatives (at least 2)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

FOR DISTRICT USE ONLY

LEASE AGREEMENT (where applicable)

It is understood that all rates quoted, as well as other conditions stipulated, are a part of this agreement and that proof of liability insurance is required.

Base charge of facility to be used ..... \$ \_\_\_\_\_

Additional charges ..... \$ \_\_\_\_\_

Total \$ \_\_\_\_\_  
Classification of user (circle one)  
I      II      III

Your application for school building usage has been:

Building Action

\_\_\_\_ Recommended    \_\_\_\_ Not recommended for approval

Date: \_\_\_\_\_ Principal \_\_\_\_\_

District Action

\_\_\_\_ Denied or altered for the following reason(s): \_\_\_\_\_

\_\_\_\_ Approved: \_\_\_\_\_

\_\_\_\_\_  
Business Administrator

\_\_\_\_\_  
Superintendent

Date \_\_\_\_\_ 20\_\_\_\_

Lessee Acknowledgement

Signature \_\_\_\_\_

Date \_\_\_\_\_ 20\_\_\_\_

Note: All requests for use of property and/or equipment must be initiated with the campus principal to be involved in authorizing campus-level approval. The request will be forwarded to the District office for final approval/disapproval. In order to avoid conflict in use, please submit all requests at least fourteen (14) days prior to date of requested usage.

Checklist of Needs (part of application)

- Custodial services needed.
  - Cook needed.
  - Special equipment needed:
    - Audiovisual equipment.
    - Public address system.
    - Scoreboard controls.
    - Kitchen equipment.
    - Concession stand equipment and keys.
    - Stage equipment.
    - Shop equipment.
    - Special school personnel.
    - Piano
    - Tables
    - Chairs
  - Keys for access to: \_\_\_\_\_
  - Custodial services:
    - Open building.
    - Close building.
    - Extra time needed for extra cleanup needed \_\_\_\_\_
    - Custodial time needed to set up \_\_\_\_\_
- Estimated number of hours \_\_\_\_\_
- Total hours \_\_\_\_\_

# KF-EC

## EXHIBIT

### COMMUNITY USE OF SCHOOL FACILITIES

#### SCHOOL FACILITIES USER FEES

All rental fees shall be paid immediately following proper billing by the business office. Checks are made payable to the Bonita Elementary School District No. 16.

Facility	Class A (I)	Class B (II)	Class C (III)
Gymnasium	No charge	\$25.00 per hour	\$70.00 per hour
Kitchen	No charge	\$25.00 per hour	\$50.00 per hour
Classrooms	No charge	\$10.00 per hour	\$15.00 per hour
Personnel rates (Per person)	\$25.00 per hour	\$25.00 per hour	\$40.00 per hour
Equipment Piano, risers sound system etc. (each)	No charge	\$20.00 fee (day)	\$30.00 fee (day)
Athletic field (Deposit)	None	None	Up to \$500.00
Field usage	None	None	\$25.00 per hour

The District reserves the right to adjust rental fees in special instances as necessary.

#### Goods and Services Contributed

A person, group or organization may contribute goods or render services as full or partial payment of the user fee. The value of the goods will be determined by the District based upon established market price, trade in value, posted prices or where these methods prove impractical, appraisal or barter may be employed so long as the procedure is advantageous to the District. The value of services rendered shall be based upon the hourly wages of a beginning employee of this or another Arizona School District performing similar functions as determined by the District. Should disagreement between the contributor and the District occur as to the value of the goods or services offered, the District reserves the right to refuse to accept the offer.