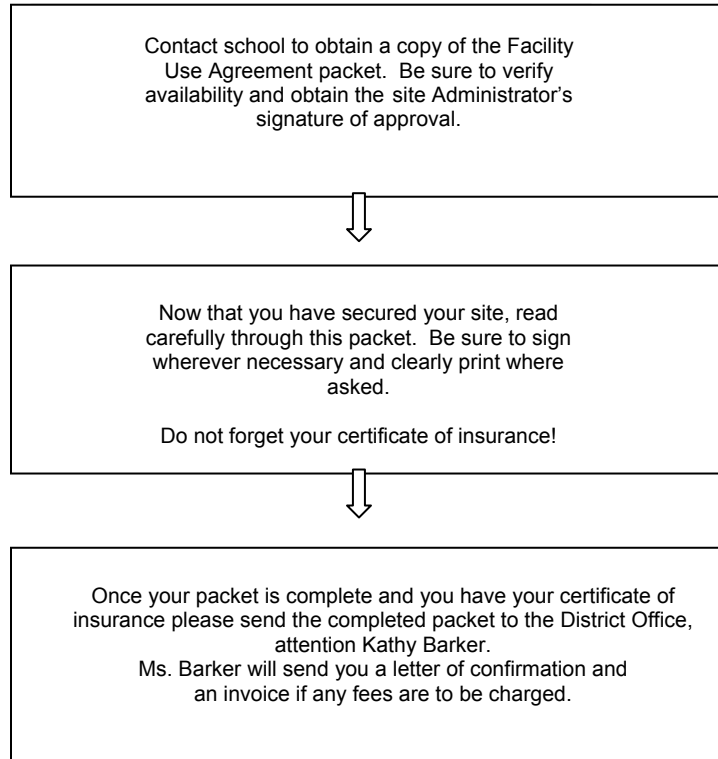


# Florence Unified School District

## *Welcome To Our Facilities!*

Using the following procedures will help you through the agreement process. If at anytime you should have questions please contact Kathy Barker at the District Office. 1-520-866-3516.



*Thank you for using our facilities!*

Effective January 15, 2008

**Florence Unified School District**  
225 S. Orlando  
Florence, Arizona 85232  
(520) 866-3516  
FAX (520) 868-2302



**Florence Unified School District**  
**APPLICATION FOR USE OF SCHOOL FACILITIES**

NAME OF ORGANIZATION: \_\_\_\_\_  
 RESPONSIBLE PERSON: \_\_\_\_\_  
 DAYTIME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_  
 MAILING ADDRESS (BUSINESS OR HOME): \_\_\_\_\_  
 CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 FACILITY REQUESTED \_\_\_\_\_ ROOMS/AREAS: \_\_\_\_\_  
 TYPE OF EVENT: \_\_\_\_\_ # OF ATTENDEES: \_\_\_\_\_  
 ALL DATES REQUESTED: \_\_\_\_\_  
 ALL TIMES REQUESTED: \_\_\_\_\_

I, THE AUTHORIZED REPRESENTATIVE, have read the policy regulations pertaining to the use of the Florence Unified School facilities and agree to abide by them. I further agree to procure and maintain a policy of general liability insurance in any amount not less than one million dollars (\$1,000,000.00), single limit, against claims for bodily injury, death and property damage occurring in connection with rental Organizations' use of any portion of the facilities; naming Florence Unified School District as additional insured and provide evidence of such before the date of facility use. All applicants for use of District facilities shall hold harmless and indemnify the District from any loss, damage, or liability that may arise from or be caused by the negligence of the applicant, except that arising out of the sole negligence of the District. The Florence Unified School District Facilities Rental Policies and Procedures Manual are incorporated as part of this agreement. This agreement may be revoked by the Florence Unified School Districts' Governing Board if the rental organization fails to obey all policy regulations of the District.

\_\_\_\_\_  
 LESSEE ACKNOWLEDGEMENT

\_\_\_\_\_  
 DATE

**You are required to provide proof of liability insurance prior to using the facility.**

**Additional charges may be applied for those renters, regardless of the classification below, who will be requesting the use of any athletic facilities and equipment.**

**A custodian will be required to be on site throughout the duration of any event. This applies to all class levels. If the kitchen is requested a Food Services staff member will be required to be on hand during the event. This cost is \$28.00 per hour.**

**AVAILABLE**

<b>FACILITIES AND COSTS:</b>	<b>CLASS I</b>	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>
			<b>Weekly</b>	
Classroom	0.00 per hr.	20.00 per hr.	(1 <sup>st</sup> hr) 30.00/ 5.00 each hr. after	(1 <sup>st</sup> hr) 70.00/20.00 each hr. after
Auditorium	0.00 per hr.	150.00 per hr.	(1 <sup>st</sup> hr) 200.00/10.00 each hr. after	(1 <sup>st</sup> hr) 450.00/50.00 each hr. after
Gymnasium	0.00 per hr.	100.00 per hr.	(1 <sup>st</sup> hr) 130.00/30.00 each hr. after	(1 <sup>st</sup> hr) 300.00/50.00 each hr. after
Secondary Gymnasium	0.00 per hr.	120.00 per hr.	(1 <sup>st</sup> hr) 130.00/30.00 each hr. after	(1 <sup>st</sup> hr) 300.00/50.00 each hr. after
Cafeteria	0.00 per hr.	40.00 per hr.	(1 <sup>st</sup> hr) 60.00/20.00 each hr. after	(1 <sup>st</sup> hr) 200.00/40.00 each hr. after
Football Field without Lights	0.00 per hr.	60.00 per hr.	(1 <sup>st</sup> hr) 80.00/35.00 each hr. after	(1 <sup>st</sup> hr) 300.00/50.00 each hr. after
Football Field with Lights	0.00 per hr.	100.00 per hr.	(1 <sup>st</sup> hr) 150.00/55.00 each hr. after	500.00 per hr
Outdoor Play Fields	0.00 per hr.	20.00 per hr.	(1 <sup>st</sup> hr) 25.00/ 5.00 each hr. after	(1 <sup>st</sup> hr) 100.00/20.00 each hr. after
Band, Choir & Music	0.00 per hr.	30.00 per hr.	(1 <sup>ST</sup> hr) 30.00/ 5.00 each hr. after	(1 <sup>st</sup> hr) 30.00/ 5.00 each hr. after

CLASS I - school sponsored activities, school clubs, boy & girl scouts, little league programs, teacher organizations, PTO/PTA organizations, booster clubs and youth athletic organizations.

CLASS II - community colleges, community concerts, churches, recitals, cultural organizations, civic organizations, educational organizations, governmental organizations, service organizations, extended day resource programs and community HOA organizations.

CLASS III - non-profit organizations noted in Class II, which use our facilities every week during the fiscal year, can request an annual contract.

CLASS IV - commercial or profit-making organizations. CLASSIFICATION: \_\_\_\_\_

\_\_\_\_\_  
 Principal's Signature Date  Recommended  Not Recommended

Comments/Special Circumstances \_\_\_\_\_

\_\_\_\_\_  
 Business Administrator's Signature Date

\_\_\_\_\_  
 Superintendent's Signature Date

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

Florence Unified School District

CHECKLIST OF NEEDS (PART OF APPLICATION)

\_\_\_\_\_ Custodial services needed.

\_\_\_\_\_ Cook needed.

\_\_\_\_\_ Special equipment needed:

\_\_\_\_\_ Public address system

\_\_\_\_\_ Scoreboard controls

\_\_\_\_\_ Kitchen equipment (requires a school kitchen staff member to be on duty)

\_\_\_\_\_ Concession stand equipment (custodian will open and close)

\_\_\_\_\_ Stage equipment

\_\_\_\_\_ Special school equipment (Explain need: \_\_\_\_\_)

\_\_\_\_\_ Keys for access to \_\_\_\_\_ (A custodian can provide this access as well)

\_\_\_\_\_ Custodial services:

\_\_\_\_\_ Open building (time \_\_\_\_\_)

\_\_\_\_\_ Close building (time \_\_\_\_\_)

\_\_\_\_\_ Extra time needed for extra cleanup needed \_\_\_\_\_

\_\_\_\_\_ Custodial time needed for setup \_\_\_\_\_

\_\_\_\_\_ Estimated number of hours \_\_\_\_\_

\_\_\_\_\_ Total number of hour's \_\_\_\_\_

**We currently do not allow the use of our restrooms. Vehicles of any type are not allowed on the playfields, baseball fields or football fields.**

**EMERGENCY CONTACT: Jessica Barr @ 1-520-251-3924 or Henry Villalobos @ 1-520-251-3999**

## Florence Unified School District

### Forward

District owned facilities are available for public use pursuant to the Arizona Revised Statute A.R.S. §15-1105 et seq. The Governing Board adopted the spirit and intent of the public law making the District facilities available to the public. In doing so, however, the District cannot subject itself nor its residents to any liability not otherwise assumed in the normal course of operations. Therefore, as Occupant of the District Facilities, you must read and sign the enclosed Facility Use Agreement, Facility Use Guidelines and provide the required evidence of insurance. All fees, if any, should be paid in advance of the use of the facilities.

### General Liability Insurance

Should the Occupant not have the necessary general liability insurance to comply with the terms of the Facility Use Agreement located in Appendix B to this Facility Use – Occupants Manual, the District made arrangements through St. Paul Fire & Marine Insurance Company to make the insurance available. This coverage contains exclusions, most notably for assault and battery and participants' liability. The policy has a \$500 deductible for Bodily Injury/Property Damage on a per claim basis, which the Occupant is responsible for, in the event of a claim.

To obtain general liability insurance coverage through St. Paul Fire & Marine Insurance Company, the Occupant must complete the General Liability Questionnaire located in Appendix D to this Facility Use – Occupant's Manual and return it to the Arizona School Risk Retention Trust, Inc. (Trust). The Occupant should follow the Facility Use Procedure and Occupant Checklist located in Appendix A to this Facility Use Manual to schedule the use of the facility and/or purchase the insurance.

If insurance is purchased, please allow up to one week for delivery of a copy of the policy and certificate of insurance after receipt of the Questionnaire and payment by the Trust. An original certificate of insurance is mailed directly to the District to satisfy the general liability insurance requirements of A.R.S. §15-1105 et seq. and the Facility Use Agreement.

St. Paul Fire & Marine Insurance Company reserves the right to deny coverage to any organization that does not meet the underwriting criteria set for this Facility Use Insurance Program.

Florence Unified School District

Appendix A

Facility Use Procedure and Occupant's Checklist

To be completed and signed by the Occupant. Check each box.

- 1 Y N Read, complete and sign the Facility Use Agreement located in Appendix B to this Facility Use – Occupant's Manual. Will you comply with its terms and conditions?
2 Y N Read and sign the Facility Use Guidelines located in Appendix C to this Facility Use – Occupant's Manual. Will you comply with its requirements?
3 Y N Do you understand that you are responsible to inform all participants of your organizations of the need to comply with the terms of the Facility Use Agreement and Facility Use Guidelines?
4 Y N Do you have the necessary general liability insurance to comply with the Facilities Use Agreement?

If you answered "yes" to questions 1 – 4, please sign below and return this form (Appendix A) to the District along with the signed Facility Use Agreement (Appendix B) and Facility Use Guidelines (Appendix C).

If you answered "yes" to questions 1 – 3 and "no" to questions 4, you have the option of purchasing the necessary general liability insurance through St. Paul Fire & Marine Insurance Company. If you wish to purchase the insurance, please answer and comply with questions 5 – 6.

- 5 Y N Have you completed the General Liability Insurance Questionnaire located in Appendix D to this Facility Use – Occupant's Manual?
6 Y N Have you submitted to the District the completed General Liability Insurance Questionnaire? The TRUST will bill you directly.

Upon completion of questions 5 – 6, please sign below and return this form to the District along with the signed Facility Use Agreement (Appendix B), Facility Use Guidelines (Appendix C), General Liability Insurance Questionnaire (Appendix D). Send your check or money order payable to "Arizona Risk Retention Trust, Inc.", the TRUST.

Please allow up to two weeks for delivery of a copy of your policy and certificate of insurance. An original certificate of insurance is mailed to the District in compliance with A.R.S. §15-1105 and the Facility Use Agreement.

Name of Occupant's Organization: \_\_\_\_\_

Signature of Occupant: \_\_\_\_\_

Name of Occupant (PRINT NAME): \_\_\_\_\_ Date: \_\_\_\_\_

Florence Unified School District

Appendix B

Facility use between Florence Unified School District and \_\_\_\_\_
(Name of organization using the facility)

1. Parties

The parties to this Contract are Florence Unified School District hereinafter referred to as the "District", and
\_\_\_\_\_
(enter name of organization using the facility) hereinafter
referred to as "Occupant".

2. Recitals

This agreement is made with reference to the following facts:

District has offered to make available the \_\_\_\_\_
(enter name of location)
Facility to be used by the Occupant for occasional use as a
\_\_\_\_\_
(enter intended use of location)

Occupant represents that the Facility will only be used for the purpose so stated.

3. Use

When using the Facility or any portion thereof, Occupant 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. Occupant 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 Occupant's use thereof. Occupant shall not use or allow any portion of the Facility to be used for
any unlawful purpose. Occupant 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. Occupant shall not allow a number of persons
in any portion of the Facility at any time in excess of the legal or normal capacity of such portion of the
Facility. Occupant shall not permit any food, drink, or smoking in any portion of the Facility without prior
written consent of the District.

4. Scheduling

Occupant shall schedule by written notice to the District to:

Florence Unified School District
P.O. Box 2850
225 South Orlando
Florence, Arizona 85232

ATTN: Kathy Barker, Facilities Rental Coordinator
1-520-866-3516

Said written notice will state the exact times during the term hereof that it desires to use any portion of the
Facility. Occupant shall confirm the date, time and function of usage of the Facility by telephone to the
above party.

Said confirmation shall occur at least fourteen (14) days prior to such intended use. If Occupant has not
so scheduled and confirmed for its use any portion of the Facility prior to such time, then the District shall
be free to use or allow others to use such unscheduled portion of the Facility at its discretion.

5. Term

The term of this agreement shall commence on \_\_\_\_\_, 200\_\_ and end on \_\_\_\_\_, 200\_\_, at which time the Occupant's rights to use the Facility under this Agreement shall automatically expire unless otherwise extended in writing by the District, at its sole discretion.

6. Compensation

Occupant will compensate District for use of the Facility as follows:

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---

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(Insert terms of compensation)

7. Insurance

Pursuant to A.R.S. §15-1105 et seq., Occupant, agrees to procure, at its expense, and maintain during the term of hereof, a policy of general liability insurance, against claims for bodily injury, death, and property damage occurring in connection with Occupant's use of any portion of the Facility, which insurance shall include the District as an additional insured and be primary and non-contributing to any coverage maintained by the District. Occupant shall provide the District with a certificate evidencing such insurance coverage is in effect.

8. Liability and Indemnity

Occupant agrees to conduct its activities in the Facility in a careful and safe manner. As a material part of the consideration to the District, Occupant hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to Occupant's use or occupancy of any portion of the Facility from any cause whatsoever, and Occupant hereby waives all claims in respect thereof against District. Occupant shall indemnify, defend, and save harmless District and all of its employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of any kind and description, including attorney's fees and/or litigation expenses, which may be brought or made against or incurred by District, on account of loss or damages to any property and for injuries to or death of any person arising out of any act or omission by Occupant, its employees, agents, representatives, or subcontractors, or arising out its use of the Facility, or arising out of worker's compensation claims or unemployment disability compensation claims of employees of Occupant or out of claims under similar laws. Occupant's obligation under this Section 8 shall not extend to any liability caused by the sole negligence of District, or its employees. Where both District and Occupant, including their employees, agents, or representatives participated in the liability-causing event, each party shall contribute to the common liability its pro rata share based upon its relative degree of fault as established by compromise, arbitration, or litigation.

9. Entire Contract

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

10. Suspension and Termination

District may, by written notice, direct Occupant to suspend its use of the Facility for such period of time as may be determined by District to be necessary or desirable. Upon receipt of such termination notice, Occupant shall immediately discontinue use to the Facility under this Agreement. Payment for use already completed or in process at the time of the notice of termination if received shall be adjusted between District and Occupant in a fair and reasonable manner, but shall exclude any allowance for unperformed use or anticipated profits thereon.

11. 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 Occupant's delay in the exercise of any such rights or remedies shall not release Occupant 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.

12. Assignments and Subletting

Occupant 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.

13. Default

In the event that the Occupant fails to pay any fee or other sum required to be paid by the Occupant hereunder when due, or otherwise fails to comply with or observe any other 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 Occupant hereunder.

14. 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 there under.

15. 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 Occupant, in any capacity, or a consultant to the Occupant, with respect to the subject matter of this Agreement.

16. 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.

17. Relationship

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

18. Authority

The individual signing below on behalf of the Occupant hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Occupant and that this Agreement is binding upon the Occupant in accordance with its terms.

19. Execution Date

The parties have caused this Agreement to be executed by their duly authorized representatives, this \_\_\_\_\_ day \_\_\_\_\_, 200\_\_.

**District**

**Occupant**

Name: Beverly L. Myers

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: Business Manager

Title: \_\_\_\_\_



**Florence Unified School District**

**Appendix C - Facility Use Guidelines**

**General Safe Practices**

While using the District facility, the Occupant shall adopt and follow safe practices in its operations.

**Cooperation**

The Occupant is expected to cooperate with District personnel to ensure a safe site. The Occupant shall clarify with District personnel all safety and security requirements prior to use of the facilities.

**Facility Use Guidelines**

1. All use shall be performed in compliance with all applicable statutes, rules, and regulations.
2. The Occupant shall furnish and require participants to wear appropriate clothing.
3. The Occupant shall observe District vehicle parking guidelines. The Occupant shall not allow any parking in areas marked with red indicated a fire lane.
4. The Occupant shall maintain all areas used in a clean well-organized manner.
5. If playground equipment is used, the Occupant shall provide adult supervision of at least one adult for each twenty (20) children using the equipment.
6. Any electrical tools, appliances, and extension cords used shall be in good condition.
7. All means of access or egress shall be identified and communicated to participants.
8. Occupant shall identify areas where travel is not permitted and inform participants.
9. Roadway and sidewalks, to be used, shall be inspected by the Occupant and are to remain clear of obstructions during use. Extension cords are to be taped to the floor to avoid a trip hazard.
10. All materials used shall be properly handled, stored, or stacked.
11. Occupant shall provide adequate signs and markers to inform participants of rules and to maintain the facility in a safe manner.
12. Occupant shall not smoke, serve or use liquor or narcotic drugs during the use of the facility.
13. Occupant shall provide adequate supervisory personnel to ensure that these guidelines are implemented.
14. Occupant shall maintain a list of emergency agencies and phone numbers available at all times.
15. Occupant shall not move or remove any furniture or equipment during the use of the facility without prior approval.

Occupant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Occupant's Name (PRINT):  
\_\_\_\_\_

**General Liability Insurance Questionnaire**

1. Name of Occupant: \_\_\_\_\_
2. Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_  
\_\_\_\_\_
4. E-Mail Address: \_\_\_\_\_
5. Name and Address of District Facility to be used:  
\_\_\_\_\_
6. Name and Description of Event: \_\_\_\_\_
7. Date(s) of Event: \_\_\_\_\_
8. Estimated Attendees Per Day: \_\_\_\_\_ Number of Days: \_\_ Total Attendees: \_\_\_\_\_
9. Is the event indoors or outdoors? If outdoors, will it be fenced? \_\_\_\_\_
10. Admission Price: \_\_\_\_\_ Estimated Gross Receipts: \_\_\_\_\_
11. Are seats temporary or permanent construction? Describe seating, provided (i.e. folding chairs, bleachers, etc): \_\_\_\_\_  
\_\_\_\_\_
12. Is seating reserved or general admission? \_\_\_\_\_
13. Is a stage involved? Is it temporary or permanent? \_\_\_\_\_
14. Number of vendors/trade booths? \_\_\_\_\_
15. Kinds of goods to be sold? \_\_\_\_\_
16. Are all goods finished products or are there any on-site demonstration skills (i.e. candlemaking, cooking, etc.)? \_\_\_\_\_  
\_\_\_\_\_
17. Is temporary lighting or sound involved? If yes, who is responsible for rigging/operation: \_\_\_\_\_  
\_\_\_\_\_
18. Will Occupant provide ushers? \_\_\_\_\_
19. Is the purchase of food and/or drink required of participants? \_\_\_\_\_
20. Is food/drink provided by someone other than Occupant? If yes, is a certificate of insurance required of other party(ies)? \_\_\_\_\_

Occupant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Occupant's Name (PRINT) \_\_\_\_\_

Occupant' Title (PRINT): \_\_\_\_\_

District Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

District Representative's Name: Beverly L. Myers

District Representative's Title Business Manager

**NOTE: INSURANCE DOES NOT PROVE COVERAGE FOR ASSAULT AND BATTERY AND PARTICIPANTS LIABILITY. OCCUPANT IS RESPONSIBLE FOR THE \$500 PER CLAIM DEDUCTIBLE.**

## Florence Unified School District Governing Board Policies

### K-1650 © 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:

- |                                       |                                       |                                      |                                   |
|---------------------------------------|---------------------------------------|--------------------------------------|-----------------------------------|
| <input type="checkbox"/> recreational | <input type="checkbox"/> scientific   | <input type="checkbox"/> educational | <input type="checkbox"/> economic |
| <input type="checkbox"/> political    | <input type="checkbox"/> religious    | <input type="checkbox"/> other civic | <input type="checkbox"/> social   |
| <input type="checkbox"/> artistic     | <input type="checkbox"/> governmental | <input type="checkbox"/> 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 Superintendent shall establish such rules and regulations as are needed to implement this policy as well as to assure the preservation of District property.

*Adopted:* date of manual adoption

LEGAL REF.: A.R.S. [15-511](#)  
[15-1105](#)  
[15-1141](#) to [15-1143](#)  
[16-411](#)

CROSS REF.: [A](#) - District Mission and Belief Statement  
[AC](#) - Nondiscrimination / Equal Opportunity  
[EDC](#) - Authorized Use of School-Owned Materials and Equipment

**K-1661 © KF-RA**

**COMMUNITY USE OF  
SCHOOL FACILITIES**

The principal 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 principal 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.
- A disruption of the normal school activities would occur..
- The safety or welfare of the students would be jeopardized.

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**K-1662 © KF-RB**

**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 principal of the campus involved 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 principal 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:

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

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**K-1681 © KF-EA**

**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.

- All community group activities, including preparations, must be conducted in such a manner that students can continue their educational programs without undue interruption.
- 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.
- 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.
- No alcoholic liquors or beverages shall be brought to or consumed in the buildings or on the grounds.
- Tobacco and smoking is prohibited on school property.
- Putting up decorations or scenery or moving pianos or other major furniture is not allowed without prior permission.
- 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.
- All groups must provide the District with documentary evidence of liability insurance with a limit of at least ten thousand dollars (\$10,000) for property damage and one million dollars (\$1,000,000) for bodily injury. Each group will be responsible for the repair or replacement of damaged equipment, furniture, or facility.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- All activities must be conducted within the laws, rules and regulations of the State of Arizona and applicable municipal subdivisions.
- Requests for future use may be denied to an organization that fails to comply with established rules.

**K-1700 © KFA  
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.

**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 permit.

*Adopted:* date of manual adoption

LEGAL REF.: A.R.S. [13-2905](#)

[13-2911](#)  
[13-3102](#)  
[15-341](#)  
[15-507](#)

CROSS REF.: [GBEB](#) - Staff Conduct

[GCQE](#) - Discipline, Suspension, and Dismissal of  
Professional Staff Members

[GDQD](#) - Discipline, Suspension, and Dismissal of  
Support Staff Members

[JIC](#) - Student Conduct

[JK](#) - Student Discipline

**K-1750 © KFAA  
SMOKING ON SCHOOL PREMISES  
AT PUBLIC FUNCTIONS**

The possession or use of tobacco products is prohibited in the following locations:

- o School grounds.
- o School buildings.
- o School parking lots.
- o School playing fields.
- o School buses and other District vehicles.

Off-campus school-sponsored events.

Under the provisions of A.R.S. [36-798.03](#), a person who violates the prohibition is guilty of committing a petty offense.

The prohibitions do not apply to an adult when possession or use of the tobacco products are for demonstration purposes as a necessary instructional component of a tobacco prevention or cessation program that is:

- o Approved by the school.
- o Established in accord with Arizona Revised Statute [15-712](#).

*Adopted:* date of manual adoption

LEGAL REF.: A.R.S. [13-3622](#)  
[15-341](#)  
[15-712](#)  
[36-798.03](#)  
[20 U.S.C. 6083](#)

CROSS REF.: [GBED](#) - Smoking by Staff Members  
[JICG](#) - Tobacco Use by Students

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