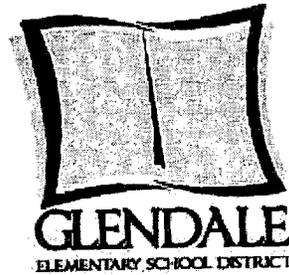


**CITY CLERK
ORIGINAL**

**C-10218
09/02/2015**



**Glendale Elementary School District
#40**

**FY 2015-2016
Facility Use Agreement**

Rules, Regulations and Fees for Rental of School Property

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INTRODUCTION

Welcome to the Glendale Elementary School District ("GESD"). We are pleased that you have chosen our facilities for prospective use.

Pursuant to the Arizona Revised Statutes (A.R.S.) Section 15-1105 et seq., District owned facilities may be made available for public use. The Governing Board adopted the spirit and intent of this public law in making the District facilities available to the public. However, the District cannot subject itself or its residents to liability not otherwise assumed in the normal course of operations.

Therefore, all prospective OCCUPANTS of District facilities **must thoroughly read, complete and sign the enclosed Facility Use Agreement and associated forms as indicated.** The site Principal or Administrator shall review the request and determine if there are any conflicts with any site-sponsored activities. The request shall then be submitted to and approved by the Director of Facilities and Operations, along with any fees and the required evidence of insurance prior to the commencement date stated in the agreement.

The use and occupancy of school property shall be primarily for GESD purposes. Any authorized use or occupancy of the property for other than GESD purposes shall be secondary and subordinate to this primary purpose.

The extensive use of school buildings and grounds by community groups makes it imperative that definite rules, regulations and policies govern the use of these facilities. Use of school facilities must be in accordance with the provision of Arizona Revised Statutes.

If you need more information regarding the use of our facilities or assistance with the Facility Use Manual, please contact the Facilities and Operations Department at (623)237-6202.

Schooldude.com – FS Direct

All facility use is scheduled through the District's Facility Scheduling program. All returning and prospective facility users must submit their event requests using **FS Direct**. A link to this scheduling program is located on the District's homepage at www.gesd40.org. A comprehensive USERS GUIDE is also available to help you through the facility scheduling process.

COMMUNITY USE OF SCHOOL FACILITIES

The Governing Board may grant the use of school facilities to any person, group, or organization for any recreational, educational, political, economic, artistic, moral, social, or other civic purposes in the interest of the community, including extended day resource programs. **Such use shall not interfere with any school activity.** The authorized representative of the Board may approve the use of school facilities by non-school organizations.

Fees

A reasonable use fee shall be charged for the lease of school facilities and property. "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.

A schedule of fees and direct expenses shall be adopted annually. This schedule shall include the following classes of usage:

- **Class I.** School-related, student-centered groups that exist for the sole purpose of contributing to the success of our GESD Students such as: PTO's, PTA's and student fundraisers
- **Class II.** Youth Athletic Programs or Youth Development Programs that are non-profit organizations as specified by law (must provide IRS 501(c)(3) determination letter and proof of good standing with the Arizona Corporation Commission) and the majority of participants are students from the District such as: Youth Baseball/Softball, Soccer, Basketball, Football, Boy Scouts, Girl Scouts, Cub Scouts, Brownies OR Athletic Tournaments and Camps operated by District Staff/Coaches in which a participation fee is charged to all who participate
- **Class III.** Non-profit groups and organizations that, for the most part, do not involve only students from the District and/or will not likely perform educational functions for District students (must provide IRS 501(c)(3) determination letter and proof of good standing with the Arizona Corporation Commission)
- **Class IV.** Commercial or for-profit organizations

Any individual, group, or organization presumptively classified as Class II may submit a request for uncompensated use of school facilities, which shall include an explanation of why uncompensated use should be permitted. The Superintendent is authorized to make the final decision on such request.

Uncompensated Use

The Superintendent may permit the uncompensated use of school buildings and grounds by any District or school related group or by any non-school related community non-profit organization whose membership is open to the public, provided that the activity for which the facility is to be used promotes the educational function of the School District. "Educational function" means uses that are directly related to the educational mission of the District as adopted by the Board (and found in policy A of the District's Policy Manual) and includes the 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 payments are made to reimburse these costs to the District.

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.

Uncompensated use means that the group or organization pays only the District's direct costs resulting from the use of the facilities. The Board has determined, in good faith, that recreational or educational

activities for the youth residing within the District's boundaries promote the educational function of the District.

Terms of Use

No school facility shall be used by any group or individual not in compliance with the requirements of all applicable federal or state statutes, regulations, and rules prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, age, or any other prohibited classification. No school facility shall be used by any group or individual for the purpose of advocating social or political change by violence or for advancing any theory subversive to the constitutions or laws of the state of Arizona or the United States.

No alcoholic beverages or e-cigarette products are allowed on District property. Tobacco products are not allowed on District property, pursuant to A.R.S. 36-798.03. Weapons are not allowed on school grounds, pursuant to A.R.S. 13-3102(A)(12).

Insurance

Proof of liability insurance with minimum limits of one million dollars (\$1,000,000) shall be required for the use or lease of school property pursuant to A.R.S. 15-1105(E), with GESD named as "additional insured" on the policy. A certificate of insurance is required as evidence of this coverage.

Procedures, Rules, and Regulations

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. If damage to the facilities occurs as the result of irresponsibility on the part of the applicant, charges shall be made to cover the amount of the damage.

The Superintendent reserves the right to cancel any agreement if, after investigation, it is deemed that such use is not in the best interest of the District.

Initial inquiries for use of school facilities should be made via the Facilities Use Request link found on the GESD40.org homepage. **School activities shall always be given preference for use of facilities.**

Elections

The principal of a school 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.

Posting of political signs and other electioneering activities will not be permitted on school property at any time including on Election Day at school sites used as polling places.

Athletic Activities

At least two (2) weeks prior to the requested first use date, OCCUPANT must submit the Athletic Activities Addendum (Appendix E), signed and dated by an official of OCCUPANT, describing the program and verifying it is and shall continue to be compliant with A.R.S. 15-341 and Board Policy JJIB.

Adopted: November 18, 2003

LEGAL REF.: A.R.S. 15-511
15-341
15-1105
15-1141 to 15-1143

16-411

CROSS REF.: A - Educational Mission and Belief Statement
AC - Non - Discrimination / Equal Opportunity
EDC - Authorized Use of School-Owned Materials and Equipment
JIB - Interscholastic Sports

PUBLIC CONDUCT ON SCHOOL PROPERTY

No person shall engage in conduct that may cause interference with or the 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 disrupting 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: January 28, 2003

LEGAL REF.: A.R.S. 13-2905
 13-2911
 13-3102
 15-341
 15-507

CROSS REF.: GBEB - Staff Conduct
 GCQF - Discipline, Suspension, and Dismissal of Professional Staff Members
 GDQD - Discipline, Suspension, and Dismissal of Support Staff Members
 JIC - Student Conduct
 JK - Student Discipline

APPENDIX A

FACILITY USE REQUEST CHECKLIST

- | | Y | N |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 1. Have you thoroughly read, completed and signed the Facility Use Agreement Located in Appendix B and will you comply with its terms and conditions? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Have you thoroughly read and signed the Facility Use Guidelines located in Appendix C (or D) and will you comply with its requirements? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Do you understand that you are responsible to inform all participants of your Organization of the need to comply with the terms of the Facility Use Agreement and Facility Use Guidelines? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Do you have the necessary verification of insurance with the minimum limits of \$1,000,000? ** | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Determining Class of Usage

- | | | |
|------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| 1. Is the activity that of a District or school related organization? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a. Are the participants primarily GESD Students? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Is this activity a School Fundraising Activity where participants pay a fee to participate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Is this activity an Athletic Camp or Program run by District Staff where the participants pay a fee to participate? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| a. Are the participants primarily GESD Students? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Is this activity a youth athletic program operated by a Non-profit organization? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Is the organization's membership open to the public? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| a. Are the participants primarily GESD Students? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Do you have the necessary verification documents if claiming non-profit status? ** | <input type="checkbox"/> | <input type="checkbox"/> |

**Please include documentation to verify this information with your application.

Please sign below and return this form to the Maintenance and Operations Department along with the signed Facility Use Agreement (Appendix B) and applicable Facility Use Guidelines (Appendix C for building spaces or Appendix D for fields and exterior basketball courts). Usage Class will be determined by your responses above and charges shall be determined prior to final approval of this agreement.

All payments must be made in advance of Facility Use. Please make checks payable to "Glendale Elementary School District" and mailed or delivered to Attn: Facilities Use, 7015 W. Maryland Ave, Glendale AZ 85303. If the agreement spans more than two months, the payments will be divided into equal monthly payments. Payments will be due each month prior to the use of the facility.

Richard A. Bowers
Signature of OCCUPANT

9/2/15
Date

Richard A. Bowers
Printed Name

5850 W. Glendale Ave
Address

City of Glendale
Organization

Glendale, AZ 85301
City, State & ZIP

623-930-2870
Telephone

E-Mail Address of Contact

ATTEST:

[Signature]
City Clerk

Approved as to form

[Signature]
City Attorney



Certificate of Coverage

No.: 741

**THIS IS TO CERTIFY THAT
THE CITY OF GLENDALE AND**

This certifies that the City of Glendale, AZ maintains for all its departments, agencies, boards, commissions and employees insurance and self-insurance of the types and amounts specified below in accordance with Arizona Revised Statute 11-981

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It neither affirmatively nor negatively amends, extends, nor alters the coverage afforded by Arizona Revised Statutes.

This certificate is issued by the Risk Management Division, 5850 W. Glendale Ave., Suite #-56, Glendale, AZ 85301, PH: 623.930.2856.

ARE COVERED PARTIES FOR THE FOLLOWING COVERAGES.

COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF COVERAGE
Commercial General Liability Including: 1. Premises/Operations Liability 2. Products & Completed Operations 3. Blanket Contractual 4. Personal Injury 5. Broad Form Property Damage	7/1/2015	7/1/2016	Bodily Injury and Property Damage Combined Single Limit \$1,000,000
Commercial Auto Liability Including: 1. Owned Vehicles 2. Non-Owned Vehicles 3. Hired Vehicles			Bodily Injury and Property Damage Combined Single Limit \$1,000,000
Worker's Compensation			Statutory \$750,000 self insured
Professional Liability			\$ Each Claim
All Risk Real Property: REPLACEMENT COST			\$
All Risk Personal Property: ACTUAL CASH VALUE			\$
Other:			\$

Description of Event / Property / Contract:
Council Member Aldama District Meeting

Location:
Isaac Imes Elementary School

Special Provisions:
 The Certificate Holder is an additional covered party with respect to liability caused by the negligent acts or omissions of the named insured. The limits of insurance applicable to the additional covered party are the lesser of the noted limits above or those specified in a contract or agreement. Coverage extended to an additional covered party shall be no broader in protection than the coverage agreement and exclusions as further defined in the first layer of the city's excess insurance policy in force at the time of execution of this certificate of coverage.

Certificate Holder:

Glendale Elementary School District 40
Attn: Facilities Use
7015 W. Maryland Ave
GLENDALE, AZ 85303

Date: 9/8/2015

Risk Manager: Dianne Shoemake

Signature: *Dianne Shoemake*

This certificate supercedes any previously issued certificates.