

# **Union Elementary School District #62**

## **Use of Facilities Policies, Procedures, and Rental Agreement**

## Table of Contents

Foreword.....	3
Facility Use Procedure and Occupant Checklist.....	4
Facility Use Categories .....	5
Facility Locations.....	6
Facility/Field Fee Schedule.....	7
Community Use of School Facilities Rules and Regulations .....	9
Emergency Numbers.....	10
Application and Payment Procedures .....	11
Required Staffing.....	12
Denial of Use and Future Use.....	12

## Foreword

It is the policy of Union Elementary School District #62 that the district's facilities are part of the school community and available for use by the community at large whenever such use does not conflict with regular school use and activities. Union Elementary School District believes that a fair and equitable fee schedule should be established to ensure that members of the public-school community have appropriate access and opportunity to utilize the district's facilities.

The fee schedule and facilities use policy shall ensure that Union Elementary School District does not incur any costs or expenses for the community's use or rental of the District's facilities and property. **Further, the District reserves the right to restrict the use of any facility when it is deemed that such a restriction is in the best interest of the students, staff, and Union Elementary School District residents.**

When districts decide to make school facilities available to the public, a process for compliance with state statutes must be in place. Two crucial parts of this process constitute a facility use program, including a risk assessment evaluation and an application procedure.

The risk assessment evaluation should include the following:

- A walk-through of the facility so that the district and applicant can evaluate the potential risk to event attendees or the district as a result of the event; and
- A pre-use guideline summary is designed to communicate the steps that must be taken before facility use. These guidelines should alert applicants to their responsibility to maintain a safe environment for the event and protect the district facility.

Should the occupant not have the necessary general liability coverage to comply with A.R.S. §15-1105 et seq., the occupant can purchase the required general liability coverage by applying at the following website: [gatherguard.com](http://gatherguard.com). Receive the "Venue ID Code" when using from UESD Special. Arizona School Risk Retention Trust, Inc provides this service.

The occupant must follow the facility use procedures established by the district. Furthermore, all fees must be paid before facility use unless other arrangements have been made and are agreeable to the district and the renter and outlined in the contract.

The terms and conditions of the district's policy, not this document, will apply to facility use contracts.

All rental documents and fee payments will be returned to the Union Elementary School District Office for processing.

## Facility Use Procedure and Occupant List

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**To be completed and signed by the occupant. Check each box.**

- Y   N
1.      Read, complete, and sign the Rental Agreement. Will you comply with its terms and conditions?
2.      Do you understand that you are responsible for informing all event participants of the need to comply with the terms of the Rental Agreement?
3.      Do you have the necessary evidence of liability coverage?

If you answered “yes” to questions 1-3, please sign below and return this form and the signed Rental Agreement to the district.

If you answered “yes” to questions 1 & 2 and “no” to question 3, you can purchase the necessary general liability coverage by applying at the following website: [gatherguard.com](http://gatherguard.com). Receive the "Venue ID Code" from the UESD Executive Director of Business Services. Arizona School Risk Retention Trust, Inc provides this service.

Upon completion of the rental agreement and facility use guidelines, please sign below and return this form to the District Office, along with a signed copy of the Rental Agreement and a copy of your liability coverage as outlined in the Rental Agreement.

Name of occupant’s organization: \_\_\_\_\_

Signature of occupant: \_\_\_\_\_

Name of the occupant (print): \_\_\_\_\_

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

## Facility Use Categories

The Union Elementary School District Facilities Use Policy establishes the following facility use categories:

### **School Associated Groups (Class I)**

Union Elementary School District Employee Organizations  
Student-sponsored Groups

The association was formed for the betterment or improvement of local schools. The Superintendent or designee will be responsible for deciding which associations meet this requirement.

Institutions of higher learning for in-service classes for school district personnel requested by the Governing Board, the Superintendent, or their designee.

Organized groups within the school community that serve all elementary school pupils within the school community and do not charge for admission.

All other school-related activities deemed comparable to the above by the Principal or their designee.

### **Community Activities and Non-Profit Civic, Service or Church Organizations (Class II)**

Service or non-profit community groups or organizations in the general geographical area of UESD that request permission to use school facilities for an activity involving elementary and secondary school-age youth in the community. This classification shall not apply to any activity where proceeds are collected.

Institutions of higher learning other than the “School Associated Groups” listed above.

Public and non-profit charter schools outside the Union Elementary School District.

Classifying other groups or organizations as “Community Activities” will be the responsibility of the Superintendent or their designee.

All groups of a non-profit cultural, civic, educational, or charitable nature except those groups or organizations that are school affiliated.

### **Commercial or Profit-Making Ventures Where Proceeds are Received (Class III)**

An organization or group using the facility to realize a profit, including for-profit charter schools, and where an admission charge is made, or other proceeds are received.

## **Facility Locations**

### **Dos Rios Elementary School**

**2150 S. 87<sup>th</sup> Ave**

**Tolleson, AZ 85353**

### **Hurley Ranch Elementary School**

**8950 W. Illini Drive**

**Tolleson, AZ 85353**

### **Union Elementary School**

**3834 S. 91<sup>st</sup> Ave**

**Tolleson, AZ 85353**

## Union Elementary School District #62 Facility/Field Fee Schedule

	Class I	Class II	Class III	Custodial	Additional Staffing
Facility/Field	UESD Function/Approved student-sponsored group	Non-profit/Civic, Sports Leagues, Youth Organizations, Churches, HOAs	Commercial or Profit- making Organization	A minimum of 1 custodian is required for all rentals.	As required per contract needs.
		Per hour –	Per hour –	Per hour/Per person –	Per hour/Per person –
Athletic Field	No Charge	\$25.00	\$35.00	\$35.00	
Cafeteria w/o Kitchen	No Charge	\$65.00	\$80.00	\$35.00	
Meeting Room	No Charge	\$40.00	\$50.00	\$35.00	Computer Tech - \$35.00
Classroom	No Charge	\$40.00	\$50.00	\$35.00	Computer Tech - \$35.00
Gymnasium	No Charge	\$100.00	\$125.00	\$35.00	Equip Support - \$35.00
Media Center/Library	No Charge	\$60.00	\$70.00	\$35.00	Computer Tech - \$35.00
Parking Lot Only	No Charge	\$20.00	\$30.00	\$35.00	

An equipment support cost may be incurred for the use of tables/chairs. See table on page 8.

When more than people are involved, Police are required and must be contracted by the renter directly with the appropriate police department. Must provide proof of contracted Police to the District. AthlSee page 13 for details.

## Union Elementary School District No. 62 Equipment Support Fee Schedule

	Class I	Class II	Class III
	UESD School function/approved school-sponsored group	Non-Profit/Civic, sports leagues, youth organizations, Churches, HOA	Commercial or profit-making organization
	Per Hour	Per Hour	Per Hour
100 Chairs	\$0	\$20	\$20
10 Tables	\$0	\$20	\$20
Large Screen Use	\$0	\$20	\$20



## COMMUNITY USE OF SCHOOL FACILITIES RULES AND REGULATIONS

- An applicant requesting the use of school facilities must become familiar with and agree to comply with the following rules and District policy concerning conduct on school property if granted permission to use the requested school facilities.
- No firearms.
- In all rental instances, full disclosure of the use of the facility or grounds will be provided to the District.
- All community group activities, including preparations, must be conducted so students can continue their educational programs without interruption.
- An employee of the District must be on duty whenever an organization or group uses a school building. The District requires an additional hourly fee for the opening and closing of the facility, supervision, and cleaning.
- The applicant is held responsible for the preservation of order. Responsible adults must supervise all children attending or participating in the event or activity.
- No gambling or games of chance outside or in cafeteria.
- No alcoholic liquors or beverages shall be brought to or consumed in the buildings or on grounds.
- No food or drink (except for bottled water) inside the facilities. Food and beverages should be disposed of before entering indoors. Only the cafeteria allows food inside the facilities. The kitchen will not be available for use. If the renter chooses to serve food, the District shall not incur any liability for food-related illness or injury. The organization's responsible for ensuring their members or outside catering groups are following all food handling regulations and obtaining a food handler's card.
- Tobacco and smoking are prohibited on school property, including parking and outdoor areas.
- Putting up decorations, scenery, moving musical instruments, or other major furniture is prohibited 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 non-profit educational purposes.
- All groups must provide the District with documentary evidence of liability insurance with a limit of one million dollars (\$1,000,000) of combined single limit for bodily injury and property damage. Each group will be responsible for repairing or replacing damaged equipment, furniture, or facility, through a claim.
- Neither the District nor the school site shall incur any expense due to using materials or equipment. The renter using such materials or equipment that is lost or damaged during such period of use shall be responsible for reimbursement or replacement.
- 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.

- Cafeteria kitchens are unavailable for use. Subject or usage areas may be restricted to specific times or activities. Special fees may be charged for the benefit of those facilities. Arrangements for using special facilities/equipment must be made at least two (2) weeks before an event.
- When more than one (1) applicant requests the use of a facility simultaneously, the applicant filing first gets priority. If a school program or calendar changes, the program shall take priority, even if the activity has been scheduled. Every effort will be made to reschedule the training as conveniently as possible when such a cancellation has occurred.
- The issuance of keys to facilities is prohibited.
- Permission shall be denied for activities exceeding the facility’s capacity or violating fire or safety regulations. The renter must limit the number of occupants to the safe seating capacity of the room of facility use. The applicant shall be responsible for making appropriate members familiar with the help 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 facility use rules and regulations.
- The renter is responsible for obtaining any additional permits and licenses that may be required by local jurisdictional ordinances, and shall permit inspection by appropriate personnel, e.g., Health Department allows or review by the Fire Marshall.
- The renter must maintain a list of emergency phone numbers that will always be available.

**EMERGENCY NUMBERS**

Police: 911  
 Fire: 911  
 Medical: 911

**NON-EMERGENCY POLICE DEPARTMENT NUMBERS:**

Avondale	623-333-7001
Glendale	623-930-3000
Phoenix	602-262-6151
Tolleson	623-936-7186

## APPLICATION AND PAYMENT PROCEDURES

- Persons requesting facilities must complete the Use of Facilities Agreement form from the District Office.
- A copy of the policies and procedures is provided at the time of request. These policies and procedures are a part of the Agreement, and the applicant must read and sign that they understand and agree to the terms and conditions.
- Upon approval, the applicant shall sign all copies and submit the Agreement form at least two (2) weeks before the activity date.
- A certificate of insurance shall be provided in the minimum limits of \$1,000,000 combined single limit for bodily injuries and property damage. The applicant agrees to name the District as an “additional insured” on the applicant’s liability policy concerning the use of District property.
- The designated District administrator indicates approval by signing in the appropriate place and distributing copies of the final agreement to the applicant, the school site used, and the District file.
- The amount to remit is the total charge appearing on the Agreement when approved. Cashier’s checks, money orders, or checks drawn by established organizations must be payable to the Union Elementary School District. Payments can also be made in cash. The Renter is responsible for all charges one (1) week before the event. No fees shall be made to any other organization or staff personnel.
- Cancelling the facility use Agreement early is still subject to mandatory payment for the times, dates, and facilities or grounds.
- If the facility is used beyond the designated time or other factors require an additional charge to be made to the applicant, the District shall collect the extra costs by arranging an additional Agreement to cover the other expenses.
- Recurring facility rentals must renew the agreement one (1) year, in the annual renewal meeting, after signing and by agreeing to any rules and regulations of the facility or grounds rental.
- Recurring facility rentals are required to pay for facilities or grounds monthly. The first payment is due one week before their scheduled event. After the first payment, recurring facility rentals must pre-pay by the last day of the month for the following month’s rent.
- If facilities or grounds were not used during the times and dates requested, the renter is still responsible for full payment.

## **REQUIRED STAFFING\***

Events with 300 people require:

- Police is required (off duty) and must be contracted by the renter directly with the appropriate police department, sent to the District Office, with written proof from the department.
- One custodian on site
- One security guard on site

\*The required staffing will be discussed and agreed upon, depending on the type and nature of the event. The agreed-upon staffing will be included in the additional charges. If the number expected to attend changes during a recurring facility rental, additional staffing will be discussed, and a new contract will be created and signed.

## **DENIAL OF USE OR FUTURE USE**

Reasons for denial of use or future use include, but are not limited to:

- Failure to pay all contracted invoices and additional costs due to extended time, usage, or damages.
- Damage to the facilities.
- Failure to comply with any rules and regulations.