

# Yuma Elementary School District One

2022-2023

## Facility Use Manual

Rules, Regulations and Fees for Rental of School Property

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## INTRODUCTION

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Welcome to the Yuma Elementary School District One (“YESD” or the “District”). We are pleased that you have chosen our facilities for prospective use.

Pursuant to Arizona Revised Statutes 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 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 any relevant 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 Chief Financial Officer, along with any fees and the required evidence of insurance prior to the commencement date stated in the Facility Use Agreement.

The use and occupancy of District property shall be primarily for YESD purposes. Any authorized use or occupancy of the property for other than YESD 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 District facilities must be in accordance with the provision of Arizona Revised Statutes and YESD policies.

If you need more information regarding the use of our facilities or assistance with the Facility Use Agreement, please contact the Business Office at (928) 502-4401.

## SUBMITTING YOUR FACILITY USE REQUEST

All facility use is scheduled through the Chief Financial Officer. All returning and prospective facility users must submit their event requests by mail, email or in person to:

ATTN: Martha Tellez

450 W. 6<sup>th</sup> Street

Yuma, AZ 85364

Email: [mtellez@yuma.org](mailto:mtellez@yuma.org)

## COMMUNITY USE OF SCHOOL FACILITIES (POLICY KF)

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

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.

When using FACILITY or any portion thereof, OCCUPANT agrees to comply with all applicable federal, state, and municipal laws and regulations; with Centers for Disease Control and Prevention guidance on [social distancing](#) and [large events and gatherings](#); and with the policies and regulations of the DISTRICT pertaining to the use and occupancy of FACILITY.

Adopted: June 13, 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

## **COMMUNITY USE OF SCHOOL FACILITIES (Exhibit KF-EA)**

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

## **COMMUNITY USE OF SCHOOL FACILITIES (Exhibit KF-EC)**

All persons, firms, organizations and/or equipment shall comply with and be bound by the following terms and conditions:

1. All non-Yuma School District One groups must be insured for use of buildings with a minimum limit of one million dollars (\$1,000,000) combined for bodily injury, liability and property damage and for use of school vehicle with a minimum limit of five millions dollars (\$5,000,000) combined for bodily injury, liability and property damage. Each group must furnish the District with a Certificate of Insurance.
2. Smoking is prohibited in all District buildings and on all District grounds.
3. Alcoholic beverages and drugs are forbidden in District buildings and on school grounds.
4. Fireworks of explosives of any nature shall not be permitted in or about District facilities.
5. The possession, use or consumption of soft drinks and concessions shall not be allowed except in approved areas.
6. No person or group shall be allowed to use the school for advertising purposes.
7. When deemed necessary by the District, security guards shall be required.
8. Use of kitchens and/or cooking equipment is permitted only when a regular District cafeteria employee is present.
9. A custodian will be required when a facility is used for evening or all-day activities.
10. The District will take priority over any and all requests for facilities by non-school groups.
11. School facilities and equipment may be rented by groups not connected with the District for no more than four (4) consecutive days during the school year.
12. The fee for renting a classroom or office or paying for District staff time shall be calculated by the hour; fees for all other facility rentals shall be a flat daily rate, regardless of whether the rental is for a full or partial day. The anticipated fees must be paid in full before the first rental date.
13. School related groups (including school and civic activities co-sponsored by the District, parent-teacher organizations, student clubs and teams, booster clubs, and student political organizations) and organizations whose membership is open to the public (other governmental entities, extended day programs, and non-profit organizations, clubs, sports, and activities) and whose activities promote the educational function of the District, as determined by the Superintendent, will be permitted to rent District facilities without paying compensation. Commercial, for-profit groups and organizations, as well as non-profit organizations whose activities do not promote the educational function of the District, will be charged fees pursuant to the fee schedule listed below.



14. When a renter provides the District with a measurable value in connection with a rental, facility rental fees (but not personnel fees) may be offset to the extent of the measurable value received. Any agreement to offset rental fees must be approved by the Chief Financial Officer prior to signing a Facility Use Agreement. Measurable offsets would normally include cash contributions to the District (which may be expressed as a percentage of revenues in connection with using the facility), program fee reduction or waivers for District students or in-kind gifts or payments provided directly in connection with the use of the facilities. No other waivers will be approved. An offset may be used only when it directly benefits, or is payable to, the District. Benefits to a third party may not be used to offset a facility rental fee.

15. **Emergency Contacts:** Steve Flores (928) 919-8691

**Fee Schedule**

<i>Facility Category</i>	<i>Rental Fee</i>
<i>Buildings/Gyms</i>	
Governing Board Room (Limited Use)	\$150.00
Post Auditorium	\$350.00
Fourth Avenue Jr. High School Multi-Purpose Building	\$350.00
Gila Vista Jr. High School Gym	\$350.00
Woodard Jr. High School Gym	\$350.00
Woodard Jr. High School Activity Rooms (2)	\$350.00 <i>(each)</i>
Castle Dome Middle School Gym	\$350.00
Ron Watson Middle School Multi-Purpose Building	\$350.00
 <i>Cafeterias</i>	
Alice Byrne School, Carver School, McGraw School, Price School, O.C. Johnson School, Palmcroft School, Pecan Grove School, Rolle School, Gwyneth Ham School, Otondo School, Desert Mesa School, Sunrise School, Gila Vista Jr. High School, Woodard Jr. High School	\$300.00
<i>Kitchens</i> – all schools	\$175.00
<i>Classrooms/Offices</i> – all schools	\$20.00 <i>(per hour)</i>
 <i>Staff</i>	
Custodian or Cafeteria Employee	\$25.00 <i>(per hour)</i>
Auditorium Manager (POST)	\$36.00 <i>(per hour)</i>

## **PUBLIC CONDUCT ON SCHOOL PROPERTY (POLICY KFA)**

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 the 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.
- No person shall possess or engage in the use of medical marijuana on District property, at a District event, or in a District vehicle.

Adopted: September 10, 2012

LEGAL REF.:

A.R.S.

[13-2905](#)

[13-2911](#)

[13-3102](#)

[15-341](#)

[15-507](#)

[36-2801](#) *et seq.*

[36-2802](#)

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 AGREEMENT**

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**BETWEEN**

**Yuma Elementary School District One**

**and**

\_\_\_\_\_  
Organization's Name

**1. PARTIES**

The parties to this Agreement are Yuma Elementary School District One, hereinafter referred to as “**DISTRICT**”, and \_\_\_\_\_, hereinafter referred to as “**OCCUPANT**”.

**2. RECITALS**

This Facility Use Agreement, which includes all attachments hereto (the “Agreement”), is made with reference to the following facts:

2.1 OCCUPANT has requested to use, and DISTRICT has offered to make available to the OCCUPANT, the following DISTRICT-owned property, hereinafter referred to as “**FACILITY**”, at the following dates and times:

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

Date(s): \_\_\_\_\_ Time(s): \_\_\_\_\_

2.2 OCCUPANT agrees to use the FACILITY for only the following purpose:

\_\_\_\_\_  
\_\_\_\_\_

2.3 OCCUPANT has paid in full all fees due under any previous Facility Use Agreements with the DISTRICT.

2.4 If OCCUPANT is claiming non-profit status, a copy of supporting documentation has been provided to the DISTRICT on or before the date this Agreement is executed.

**3. USE**

When using the FACILITY, or any portion thereof, OCCUPANT agrees to comply with all applicable state, federal or local 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 or drink in the FACILITY without prior written approval of the CFO.** OCCUPANT shall not permit tobacco, smoking, alcohol, fireworks, explosives, or weapons on school grounds. OCCUPANT knows of and will enforce all requirements of the Arizona Medical Marijuana Act and its implementing regulations.

**4. SALES**

OCCUPANT shall not sell or display for sale any goods or services in the FACILITY without prior written approval of the CFO.

**5. SCHEDULING**

OCCUPANT shall schedule each event through the DISTRICT's Business Office. The completed Agreement and all completed accompanying forms can be emailed to [mtellez@yuma.org](mailto:mtellez@yuma.org) or mailed to the following address: ATTN: Martha Tellez, 450 W. 6<sup>th</sup> Street, Yuma, AZ 85364.

**6. TERM OF AGREEMENT**

The term of this Agreement shall commence on (date) \_\_\_\_\_, and end on (date) \_\_\_\_\_, at which time 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.

**7. COMPENSATION**

OCCUPANT will compensate DISTRICT in advance for use of the FACILITY as follows:

FACILITY Fee	
Rental: _____ days @ \$ _____	\$ _____
Classroom/Office: _____ hours @ \$20.00 per hour	\$ _____
Custodial Employee _____ hours @ \$25.00 per	\$ _____
hour Cafeteria Employee _____ hours @ \$25.00	\$ _____
<del>Archivum</del> Auditorium Manager (POST) _____ hours @ \$36.00 per hour	\$ _____
<b>Total</b>	\$ _____

OCCUPANT **will / will not** be required to provide DISTRICT with a bond of \$ \_\_\_\_\_ to cover potential damages.

Please make checks payable to **“Yuma Elementary School District One”** and mail or deliver to **Martha Tellez, 450 W 6<sup>th</sup> Street, Yuma AZ 85364.**

**8. INSURANCE**

Pursuant to A.R.S. Section 15-1105 et seq., OCCUPANT agrees to procure, at its expense, and maintain during the term 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 retain the minimum limits of \$1,000,000 and include the DISTRICT as an additional insured certificate holder 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.

**9. LIABILITY AND INDEMNITY**

The District, its employees and agents, and the Governing Board members, 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 District or its employees or agents are guilty of gross negligence or intentional misconduct. This does not limit any other immunity provisions that are prescribed by law.

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 every kind and description, including any 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 of its use of the FACILITY, or arising out of workers' compensation claims or unemployment disability compensation claims of employees of OCCUPANT or out of claims under similar such 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 a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

OCCUPANT'S obligation to defend, indemnify, and save harmless DISTRICT extends to claims, notices of claim(s), demands, suits, actions, proceedings, loss, cost, and damages arising from a communicable disease infection including, but not limited to, COVID-19.

**10. ENTIRE CONTRACT**

This 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 Agreement shall not be valid unless reduced to writing and signed by both parties. The Facilities Use Guidelines (Appendix B), Field Use Guidelines (Appendix C), Athletic Activities Addendum (Appendix D), Student Services Addendum (Appendix E), and applicable DISTRICT Governing Board policies are incorporated herein by this reference.

**11. 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 of the FACILITY under this Agreement. Payment for use already completed or in process at the time the notice is 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.

**12. 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.

**13. 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.

**14. 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.

**15. ARBITRATION**

In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by Sections 12-1518 and 12-133, Arizona Revised Statutes, and rules promulgated thereunder.

**16. CONFLICT OF INTEREST**

The parties understand that this Agreement is subject to cancellation pursuant to Section 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.

**17. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Arizona, the courts of which state shall have jurisdiction of the subject matter hereof.

**18. RELATIONSHIP**

The parties agree that neither the 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), workers' compensation and disability benefits for OCCUPANT and any of its employees or other personnel.

**19. CLEANING OF FACILITIES / PENALTIES**

OCCUPANT will be responsible for cleaning the FACILITY immediately after each use. OCCUPANTS are responsible for the removal of any and all debris, including, but not limited to, papers, wrappers, water bottles, etc. OCCUPANT shall also be responsible for emptying all trash containers into dumpsters. Failure to comply with this policy will result in the following penalties:

<b>FIRST INSTANCE</b>	<b>WRITTEN WARNING</b>
<b>SECOND INSTANCE</b>	<b>\$100.00 FINE</b>
<b>THIRD INSTANCE</b>	<b>LOSS OF USE</b>

**20. PERIODIC PRE- AND POST-USE FACILITY ASSESSMENTS**



Periodic pre- and post-use facility assessments shall be conducted to assess rental contract conformance and the quality of care being provided to facilities during rental periods. DISTRICT reserves the right to require facility users to pay for custodial/site supervision for the duration of each facility use event should the CFO determine that the terms of this Agreement or prior Facilities Use Agreements are not being met.

**21. CANCELLATION OF AGREEMENT**

DISTRICT or OCCUPANT may, at any time, by written notice, cancel this Agreement. Upon receipt of cancellation notice from the DISTRICT, OCCUPANT shall immediately discontinue use of the FACILITY under this Agreement.

The DISTRICT may refund any rental payments made in advance for a scheduled use which has not yet occurred at the time of the DISTRICT's cancellation of this Agreement. OCCUPANT will not be entitled to any allowance for anticipated profits.

**22. CHANGES TO AGREEMENT**

The Superintendent and/or Governing Board may make changes to policies governing this Agreement without prior notice. Upon said changes, OCCUPANT will be notified by written notice.

**23. 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.

**24. EXECUTION DATE**

The parties have caused this Agreement to be executed by their duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**“DISTRICT”**

**“OCCUPANT”**

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## APPENDIX B

### FACILITY USE GUIDELINES

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#### *General Safe Practices and Cooperation*

While using the District facility, the OCCUPANT shall follow these Guidelines in its operations. 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. OCCUPANT shall furnish or require participants to wear appropriate clothing.
3. OCCUPANT shall observe District vehicle parking guidelines. OCCUPANT shall not allow any parking in any areas other than designated parking areas. Parking in bus lanes and fire lanes is strictly prohibited.
4. OCCUPANT shall maintain all areas used in a clean, well-organized manner and will not put up decorations or move major furniture without prior permission.
5. If playground equipment is used, OCCUPANT shall provide adult supervision of at least one adult for each twenty (20) children using equipment.
6. Any electrical tools, appliances and extension cords used on the premises 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. Roadways and sidewalks to be used shall be inspected by the OCCUPANT and are to remain clear of obstructions during use.
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 serve or use alcohol, tobacco products or narcotic drugs during use of the facility.
13. If food is served or sold in conjunction with any event, OCCUPANT shall secure all required permits from Yuma County Environmental Health Services and present proof of appropriate permitting to the site Principal at least one week prior to event.
14. OCCUPANT shall provide adequate supervisory personnel to ensure that these Guidelines are implemented and children are supervised by responsible adults.
15. OCCUPANT shall 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 and Regulation JJIB-R.
16. OCCUPANT shall comply with all applicable requirements of the Arizona Medical Marijuana Act.
17. OCCUPANT shall require all participants in athletic activities to fill out the Mild Traumatic Brain Injury (MTBI)/Concussion Statement and Acknowledgement Form (Appendix D) before participation.
18. OCCUPANT shall have a list of emergency contacts available at all times.
19. OCCUPANT shall ensure facility access points are secured before leaving the premises.
20. OCCUPANT shall notify the DISTRICT Director of Facilities, James Lagunas(928) 446-8797 prior to arriving and when they are leaving the site.

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Signature

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Printed Name

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Date

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Organization

## APPENDIX C

### FIELD USE GUIDELINES

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#### ***General Safe Practices and Cooperation***

While using the District field, the OCCUPANT shall follow these Guidelines in its operations. **[Additional instructions, e.g.: If this Agreement includes use of the field lighting, the OCCUPANT will be issued a unique PIN number that will be used to turn on the lights at the respective field. The OCCUPANT is expected to keep the PIN number confidential. If the PIN number is used on a date/time NOT included under this agreement, the OCCUPANT will be charged for that additional usage.]**

#### ***Field Use Guidelines***

1. All use shall be performed in compliance with all applicable statutes, rules and regulations.
2. OCCUPANT shall furnish or require participants to wear appropriate clothing.
3. OCCUPANT shall observe District vehicle parking guidelines. OCCUPANT shall not allow any parking in any areas other than designated parking areas. Parking in bus loops and fire lanes is strictly prohibited.
4. OCCUPANT shall maintain all areas used in a clean, well-organized manner.
5. Any equipment used on the premises shall be in good condition.
6. All means of access or egress shall be identified and communicated to participants.
7. OCCUPANT shall provide adequate signs and markers to inform participants of rules and to maintain the field in a safe manner.
8. OCCUPANT shall not serve or use liquor, tobacco products or narcotic drugs during use of the field.
9. If food is served or sold in conjunction with any event, OCCUPANT shall secure all required permits from Yuma County Environmental Health Services and present proof of appropriate permitting to the site Principal at least one week prior to event.
10. OCCUPANT shall provide adequate supervisory personnel to ensure that these Guidelines are implemented and children are supervised by responsible adults.
11. OCCUPANT shall confirm knowledge of and commitment to comply with the requirements and restrictions for use of field for athletic activities as set out in Board Policy JJIB and Regulation JJIB-R.
12. OCCUPANT shall comply with all applicable requirements of the Arizona Medical Marijuana Act.
13. OCCUPANT shall require all participants in athletic activities to fill out the Mild Traumatic Brain Injury (MTBI)/Concussion Statement and Acknowledgement Form (Appendix D) before participation.
14. OCCUPANT shall have a list of emergency contacts available at all times.
15. OCCUPANT shall notify the DISTRICT Director of Facilities, James Lagunas (928) 446-8797 prior to arriving and when they are leaving the site.

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Signature

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Printed Name

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Date

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Organization

## APPENDIX D

### ATHLETIC ACTIVITIES ADDENDUM

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#### *Concussion Prevention and Education*

Arizona Revised Statutes § 15-341(A)(24) requires that Yuma Elementary School District One inform and educate coaches, pupils and parents of the danger of concussions and head injuries and the risk of continued participation in athletic activity after a concussion. This also applies to a group or organization that uses property or facilities owned or operated by a school district for athletic activities.

A participant who is suspected of sustaining a concussion in a practice session, a game, or other interscholastic athletic activity shall be immediately removed from the athletic event. A coach from the student's team, an official, a licensed health care provider, or the child's parent may remove the child from play. The child may return to play on the same day if a health care provider rules out a suspected concussion at the time the student is removed from play. On a subsequent day, the student may return to play if the student has been evaluated by and receives written clearance to resume participation in athletic activity from a health care provider who has been trained in the evaluation and management of concussion and head injuries as prescribed by A.R.S. § 15-341.

#### *Concussion Awareness Training*

If any athletic activities will occur under this Agreement, a copy of a certificate indicating concussion awareness training has been completed by a representative of OCCUPANT (dated less than one year prior to the date of this form) should be submitted with this application for the District's review.

#### *Certification*

Program description: \_\_\_\_\_

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I certify that I have read and understand the rules and guidelines regarding Mild Traumatic Brain Injury (MTBI) and Concussions. I agree to inform and educate the participants, parents, and coaches using the fields and facilities of Yuma Elementary School District One regarding MTBI and Concussions. I agree to have each participant, parent, and coach sign a form indicating they have been informed of the risk of their child participating in the activity, and will keep all forms in a secure location.

I certify that OCCUPANT'S program is and will continue to be compliant with A.R.S. § 15-341 and Board Policy JJIB.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*This form must be submitted a minimum of two (2) weeks prior to the requested first use date.*

## APPENDIX D (cont.)

### Mild Traumatic Brain Injury (MTBI) / Concussion STATEMENT AND ACKNOWLEDGEMENT FORM

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I, \_\_\_\_\_, acknowledge that I have to be an active participant in my own health and have the direct responsibility for reporting all of my injuries and illnesses to my coaches, team physicians, or athletic training staff. I further recognize that my physical condition is dependent upon providing an accurate medical history and a full disclosure of any symptoms, complaints, prior injuries and/or disabilities experienced before, during or after athletic activities.

By signing below, I acknowledge:

- I have received specific educational materials including the Centers for Disease Control (CDC) Concussion Fact Sheet for Athletes ([www.cdc.gov/headsup/pdfs/custom/headsupconcussion\\_fact\\_sheet\\_for\\_athletes.pdf](http://www.cdc.gov/headsup/pdfs/custom/headsupconcussion_fact_sheet_for_athletes.pdf)) on what a concussion is and have been given an opportunity to ask questions.
  - I have fully disclosed to team staff any prior medical conditions and will also disclose any future conditions.
  - There is a possibility that participation in my sport may result in a head injury and/or concussion. In rare cases, these concussions can cause permanent brain damage, and even death.
  - A concussion is a brain injury, which I am responsible for reporting to my coach, team physician, or athletic trainer.
  - A concussion can affect my ability to perform everyday activities, and affect my reaction time, balance, sleep, and classroom performance.
  - Some of the symptoms of concussion may be noticed right away while other symptoms can show up hours or days after the injury.
  - If I suspect a teammate has a concussion, I am responsible for reporting the injury to the team staff.
  - I will not return to play in a game or practice if I have received a blow to the head or body that results in concussion related symptoms.
  - I will not return to play in a game or practice until my symptoms have resolved AND I have written clearance to do so by a qualified health care professional.
  - I understand that, following a concussion, the brain needs time to heal and I am much more likely to have a repeat concussion or further damage if I return to play before my symptoms resolve.
  - Based on the incidence of concussion as published by the CDC, the following sports have been identified as high risk for concussion: baseball, basketball, diving, football, pole vaulting, soccer, softball, spirit line and wrestling.
  - I represent and certify that I and my parent/guardian have read the entirety of this document and fully understand the contents, consequences and implications of signing this document and that I agree to be bound by this document.

**Athlete:**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

**Parent or legal guardian:**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

## APPENDIX E

### STUDENT SERVICES ADDENDUM

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This Student Services Addendum ("Addendum") modifies the Facility Use Agreement ("Agreement") entered into between the Yuma Elementary School District One ("DISTRICT") and \_\_\_\_\_ ("OCCUPANT"), a provider of services to one or more DISTRICT students. All capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Agreement.

#### *Agreement*

1. OCCUPANT may provide services to a DISTRICT student at the FACILITY only after obtaining prior written permission from the student's parent or legal guardian. OCCUPANT is solely responsible for obtaining and documenting permission to provide services to students and DISTRICT has the right to inspect this documentation at any time.
2. OCCUPANT is entirely responsible for communicating with parents and legal guardians regarding services rendered by OCCUPANT and any payment due to OCCUPANT. The DISTRICT shall have no costs or responsibilities with respect to the provision of services by OCCUPANT.
3. At the beginning of each month, OCCUPANT shall contact the Principal or other site Administrator where the FACILITY is located to schedule the dates of visits and provide a list of students to receive services from OCCUPANT in the upcoming month. OCCUPANT shall work cooperatively with the Principal or Administrator to schedule visits and shall, to the extent possible, not schedule a visit with a student during a time that the student is scheduled to receive special education services pursuant to the student's individualized education program (IEP).
4. OCCUPANT and its employees and agents will comply with DISTRICT and site procedures and lawful directions from the Principal or other site Administrator while on DISTRICT property. OCCUPANT and its employees and agents will sign in with the front office upon each visit, provide appropriate identification, and sign out upon leaving.
5. OCCUPANT and its employees and agents will maintain the confidentiality of any student information and education records in its possession and will not disclose student information or education records to any third party other than the student's parent or legal guardian unless required or permitted by law.
6. OCCUPANT and its employees and agents will, at all times, appropriately supervise any student receiving services from OCCUPANT and never leave the student alone in the FACILITY. OCCUPANT may not allow the student to leave the FACILITY alone or walk through the school without supervision, unless specific prior permission has been received from a DISTRICT employee.
7. All services provided by OCCUPANT to a student will be provided outside of the student's classroom on an individual basis unless prior permission to provide services in a group setting or in the student's classroom has been provided by the Principal or other site Administrator.
8. OCCUPANT is solely responsible for the provision of services to students by qualified professionals employed by or contracted with OCCUPANT. OCCUPANT is solely responsible for the hiring and supervision of its employees and agents. OCCUPANT shall ensure that each employee or agent using a DISTRICT FACILITY holds any required license or certification, and either holds a fingerprint clearance card or is not awaiting trial for or convicted of any crimes listed in A.R.S. § 15-512.
9. DISTRICT may at any time, in its sole discretion, request OCCUPANT to send a different agent or employee to provide services to DISTRICT students. OCCUPANT's failure to provide a different agent or

employee upon request may be considered a violation of this Addendum and may be cause for cancellation of the Agreement.

10. This Addendum may be executed in two or more counterparts, each of which shall be deemed an original and when taken together shall constitute one agreement.

11. In the event of any inconsistency, ambiguity, or conflict between this Addendum and the Agreement, this Addendum shall govern.

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

Now, therefore, the parties have caused this Addendum to be executed by their duly authorized representatives.

**DISTRICT**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**OCCUPANT**

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**YUMA SCHOOL DISTRICT NO. ONE  
450 W. SIXTH STREET  
YUMA, ARIZONA 85364  
FACILITY RENTAL REQUEST FORM**

Contact Name \_\_\_\_\_ **(Please Print)**

Billing Address \_\_\_\_\_ City/State/ZipCode \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Organization Making Request \_\_\_\_\_

Facility/Equipment Requested \_\_\_\_\_  
School \_\_\_\_\_

Date(s) Requested \_\_\_\_\_

Time Requested \_\_\_\_\_

Program/Activity (Brief Description) \_\_\_\_\_  
\_\_\_\_\_

Special Equipment Needed \_\_\_\_\_  
\_\_\_\_\_

**FACILITY RENTAL**

Rental/Utility Fee for \_\_\_\_\_ days @ \$ \_\_\_\_\_ \$ \_\_\_\_\_

Rental of \_\_\_\_\_ Classroom(s) for \_\_\_\_\_ days @ \$ \_\_\_\_\_ per day \$ \_\_\_\_\_

Custodial Fee \_\_\_\_\_ Hours @ \$25.00 per hour \$ \_\_\_\_\_

Cafeteria Employee \_\_\_\_\_ Hours @ \$25.00 per hour \$ \_\_\_\_\_

Auditorium Manager Fee \_\_\_\_\_ Hours @ \$36.00 per hour (POST) \$ \_\_\_\_\_

TOTAL (APPROXIMATE) \$ \_\_\_\_\_

**CERTIFICATE OF LIABILITY INSURANCE REQUIRED**

It is the responsibility of the organization to see that the School District receives the CERTIFICATE OF LIABILITY before the request date(s).

Requester Signature \_\_\_\_\_

Date \_\_\_\_\_

District Representative \_\_\_\_\_

Date \_\_\_\_\_

Note: Please submit **completed Facility Rental Form at least 10 business days prior to your event date.** You can submit the form via email: [mtellez@yuma.org](mailto:mtellez@yuma.org), or bring to the district office. Once your event has been confirmed, you will need to submit the certificate of liability. An invoice will then be created for payment of total fees due. Payment is due prior to your event. Please contact Martha E. Tellez at (928) 502-4401 if you have questions.