

MESA UNIFIED SCHOOL DISTRICT	TOPIC: Community Use of District Property
GOVERNING BOARD POLICY	DISTRICT CODE: KG

**COMMUNITY USE OF DISTRICT PROPERTY**

The Governing Board authorizes the Superintendent to lease or permit persons or organizations to use District property, subject to the requirements and restrictions set forth in state law, this policy, and its administrative regulations.

**Definitions**

“District property” means any real or personal property of the District, including school buildings and rooms, athletic facilities, vehicles, and equipment.

“Government agency” means an agency of the United States, the State of Arizona, Maricopa County, a sovereign Indian tribe, the cities of Mesa and Chandler, the State universities, Maricopa County Community College District, or any other local government located in the District’s boundaries.

“School-related organization” means an organization approved by the Superintendent that supports and promotes the educational mission of the District or school or an approved government agency. Approved school-related organizations include school support organizations approved by the Governing Board, District employee organizations, the Arizona Interscholastic Association, and the Mesa Public Schools Foundation.

“Youth organization” means an organization approved by the Superintendent that provides recreational, athletic, creative and performing arts, social, or supplemental academic services exclusively to children under age 18.

**User Classes**

The District will use the following classes of users to prioritize community use of District property and determine the appropriate amount of compensation for a use:

- Class One – School-Related Organizations
- Class Two – Youth Organizations
- Class Three – All Other Users

**Use Compensation**

The Superintendent will recommend for approval by the Governing Board a schedule of fees and out-of-pocket costs for classes of users. The schedule of fees and out-of-pocket costs approved by the Governing Board will remain in effect until amended by the Governing Board.

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The District may permit a school-related organization to use District property without compensation other than reimbursement of the District's out-of-pocket costs resulting from the use. Out-of-pocket costs may include any District expense that results from the use. Out-of-pocket costs include janitorial and security services and utilities costs. The Superintendent may also include other expenditures (or a part thereof) based on the type of use, when a use occurs, the number of participants, and any other factors that increase operational costs.

A youth organization that uses District property for an activity or event where an entry fee is charged will be required to pay the fee for a Class Three user.

The District may accept an in-kind contribution of goods or services as full or partial payment of a fee, provided that the value of the contribution has been determined by the District and receipt of the contribution has been confirmed in writing prior to the use.

### **Use Priorities**

District property will not be leased or made available for community use if the property is needed to provide services of the District or its schools and programs.

Priority will be given to the City of Mesa pursuant to any intergovernmental agreement between the City and the District.

### **Use Restrictions**

The District will not lease or permit use of District property if:

- The use would create an unacceptable risk of disruption or interference with District activities or with the use and enjoyment of private property in proximity to the proposed use of District property.
- The use would create an unacceptable risk of property damage or loss or legal liability to the District.
- The use would create an unacceptable risk of a violation of A.R.S. §15-511 regarding use of school district property to influence the outcome of an election.

Leases of District property that provide exclusive use to a community user for a defined term require approval of the Governing Board.

The Superintendent will establish rules regarding use of District property, including requirements for indemnification and insurance coverage for property loss and general liability arising from a lease or permitted use of District property.

The Superintendent or designee may deny or revoke permission to use District property to persons or organizations that violate requirements, restrictions, or rules regarding use of District property or that have made misstatements regarding the contemplated use of District property.

### **Nondiscrimination**

The District will not deny or charge differentiated fees for use of District property by a person, group, or organization that is otherwise eligible on the basis of the person's, group's, or organization's beliefs; expression of beliefs; or exercise of the rights of association protected under the federal and state constitutions and laws.

A person or organization denied use of District property or required to pay a fee that the person or organization believes is contrary to this policy may submit a written request for review of the matter to the Superintendent and Governing Board with a statement that explains why the District's decision was erroneous, improper, or unfair and what corrective action should be taken. A written response to the request will be provided by the Superintendent after consultation with the Governing Board President or the Governing Board.

The Superintendent may adopt such regulations as necessary or appropriate to implement this policy.

Adopted: April 12, 1988

Revised: August 14, 1990  
November 14, 1995  
November 14, 2017

LEGAL REF.: A.R.S. § 15-511  
A.R.S. § 15-1105

CROSS REF.: [DFB – Revenues from District-Owned Property](#)  
[GBG – District and Staff Participation in Political Activities](#)  
[KGB – Public Conduct on School District Property](#)

MESA UNIFIED SCHOOL DISTRICT	TOPIC: Community Use of District Property
ADMINISTRATIVE REGULATION	DISTRICT CODE: KG-R

## COMMUNITY USE OF DISTRICT PROPERTY

### Requests to Use District Property

Organizations seeking use of District property must register as an approved user and submit an electronic request through the District’s electronic property rental program not less than 14 days prior to the requested date(s). The site administrator, in consultation with the District rental agent, will determine whether the property is available at the requested date and time and whether the District will incur any out-of-pocket costs. The site administrator may also attach an addendum identifying concerns or specific circumstances that need to be addressed in connection with the use request.

### Priority Among Requests to Use District Property

District property will not be leased or made available for community use if the property is needed to provide services of the District, its schools, or its programs. Requests will be approved in the following order of priority:

1. A school-related organization other than a government agency
2. City of Mesa pursuant to any intergovernmental agreement between the City and the District
3. A government agency
4. A youth organization
5. A Class Three user

### Compensation for Use of District Property

#### Out-of-Pocket Costs

All Class One, Two, and Three organizations will pay the District for its out-of-pocket costs that result directly or indirectly from the organization’s use of District property. Out-of-pocket costs include:

- All direct labor or supply costs incurred by the District as a result of the use, including custodial, field maintenance, stagecraft, security, and food services
- All utility expenses and custodial supplies
- Facility damage repair costs

The out-of-pocket costs for routine services and utilities will be assessed according to the current out-of-pocket cost schedule approved by the Governing Board. Any additional out-of-pocket costs, such as facility damage repair costs, will be determined and assessed by the District on a case-by-case basis.

### Reasonable Use Fee

Class Two and Three organizations will pay, in addition to out-of-pocket costs, the use fee as set forth in the current fee schedule approved by the Governing Board.

A Class Two organization that uses a District facility for an event that charges an entry fee, or any other use that is inconsistent with the preferential status given to youth organizations, will pay costs and fees for the use as a Class Three organization.

The District, in its sole discretion, may accept in-kind donations of goods or services as full or partial payment of a use fee. The credited value of an in-kind donation will not exceed its estimated fair market value. The delivery or performance of an in-kind donation must be verified by satisfactory receipts or other documentation provided to the District prior to or during the term of a use.

### Other Fees

A change fee will be applied to all event/schedule change requests made after the event is approved and activated.

A service fee may be charged for facility requests submitted less than seven days prior to the start of the event for coordination of scheduling of labor, utilities, etc.

A cancellation fee will be charged for each event, scheduled on a non-school day, that is canceled less than seven calendar days prior to the start of the first scheduled event.

### Payment of Fees and Costs

Use fees and costs are payable within one week prior to the use date. Invoices will be based on the requested usage. If additional out-of-pocket costs or fees are incurred, the District will issue a subsequent invoice when the additional amounts are determined.

### Security Deposits

The District, in its sole discretion, may require a community user to provide a refundable security deposit to cover the costs of damage or cleanup after a use. If the District determines after a use that the security deposit will not be applied, the District will promptly return the security deposit to the user. If the District determines that some or all of a security deposit will need to be applied, the District will complete the repair or cleanup and promptly provide to the user a statement of repair and cleanup expenses with the remainder, if any, of the security deposit.

### Insurance and Indemnification

As required by state law, the user must provide a certificate of general liability insurance with limits of not less than \$1,000,000 in the aggregate, with Mesa Unified School District No. 4 named as an additional insured on the policy. District-approved parent organizations, student clubs and other school-affiliated groups that are specifically covered by the District's general liability insurance coverage are exempt from the insurance requirement, provided that, if the exempt organization uses an outside vendor or independent contractor in connection with the use of school facilities, the vendor or contractor must provide proof of insurance in the amount required above, with the District named as an additional insured.

By using the school facilities, the user agrees to indemnify and hold harmless the District from any claims or losses that arise from the user’s use of the school facilities, including claims or losses made by or against the user’s officers, members, contractors, agents, and invitees.

### **Conditions for Use of District Property**

By submitting a use request and using District property, the approved community user agrees to comply with the following terms and conditions, as well as any additional requirements set forth in the property use agreement:

- A. The user agrees to pay the out-of-pocket costs and/or fee for the use, obtain and maintain liability insurance for the use, and indemnify the District for claims and losses that arise from the use, as provided in this regulation.
- B. The user must conduct all activities in a safe manner. The user, including its officers, members, contractors, agents and invitees, must comply with all state and local laws and District policies regarding conduct on school property and any directive from a school official, including administrators, security officers, and custodians, regarding proper conduct on school grounds. Alcohol, illegal drugs, tobacco products, and deadly weapons are prohibited.
- C. Food and beverages will not be served or sold except in appropriate facilities and with prior approval of the school administrator.
- D. A vendor that provides services or sells food or other products on District property in connection with a community user’s event must verify compliance with all applicable state and local regulations and license requirements, provide proof of required liability insurance, and pay a separate fee for use of District property. Such vendors include “bounce house” renters, food trucks, photographers, and T-shirt vendors, etc.
- E. Chairs, tables, and other District furniture and equipment must be used with appropriate care and returned to their stored locations in as good condition as prior to use. The user is financially responsible for any wear, tear, breakage, or damages to school facilities and equipment caused by the user, including its officers, members, contractors, agents, and invitees.
- F. Equipment and furniture may be moved onto school grounds only with prior approval of the school administrator or facilities rental agent. The user’s property must be removed from the school facility no later than 24 hours after the use unless permission has been granted by the school administrator or facilities rental agent.
- G. When necessary, and without approval of the user, the District may employ custodial, cafeteria, security, and construction services as necessary to clean up and repair school facilities after a use. If such services are required, the District will charge the user for such out-of-pocket costs. The user will be financially responsible for payment of such out-of-pocket costs upon delivery of an invoice for such costs.
- H. Site administrators, custodians, security officers, and other District staff members will have access to District facilities at all times.
- I. The user must vacate the District facilities on or before the time specified in the property use agreement.

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- J. The District reserves the right to cancel a use and refund any payments if the Governing Board or Superintendent determines that the use is not in the best interest of the District. Cancellation of a use will be made by delivery of notice to the user promptly after review of the use by the Governing Board or Superintendent.
- K. Advertising for an activity that will occur in a school facility must identify the sponsoring agent/organization and must not indicate or imply that the District or its school is a sponsor of the program without prior approval of the school administrator or facilities rental agent.
- L. The District is not responsible for any property left by the user or brought to the premises by the user, or by any other persons or entity in connection with the use of District facilities. The user agrees that the District will have no liability for destruction, theft, vandalism, or other loss or damage to any such property.
- M. Community users will not be permitted to use competition baseball or softball fields for a purpose other than baseball or softball.
- N. Community users must remove event advertising from District property at the end of an event.
- O. Community users that use District property for youth sports must educate their coaches, youth participants, and parents about the dangers of concussions and head injuries and the risks associated with continued sports play after a concussion.

Adopted: April 12, 1988

Revised: November 14, 1995  
August 25, 2005  
November 14, 2017

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Michael B. Cowan  
Superintendent

LEGAL REF.: A.R.S. § 15-1105  
A.R.S. § 15-511

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