

COMMUNITY USE OF SCHOOL FACILITIES

It shall be the policy of the Board to grant the use of school facilities to public agencies and to responsible and properly organized community groups, for any lawful purpose, including the purposes of education, elections, and civic welfare. Such use shall not interfere with any school activity.

The authorized representative of the Board may approve the use of school facilities by outside organizations. Charges shall be made according to the schedule of fees developed by the Superintendent and approved by the Board. 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.

All organizations and groups, permitted by law, and not at purposes contrary to those of the educational program of the District, may rent school facilities according to the following regulations, and at fees set out on the existing "District Rental Fee Schedule." All organizations except those described in the following paragraphs shall pay a fee. 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.

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.

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. Property not associated with the use of facilities is covered in Policy EDC, Authorized Use of School-Owned Materials and Equipment.

A person, group or organization that is otherwise eligible to lease school property shall not be denied use of or charged differentiated fees for school property on the basis of the person, group or organization's beliefs, expression

of beliefs or exercise of the rights of association that are protected under the laws of this state, the Constitution of Arizona, the laws of the United States or the United States Constitution. Failure to pay necessary fees or to properly safeguard the property of the District and follow its regulations shall be deemed grounds to disallow future use of facilities.

All individuals or organizations, other than those designated as promoting the educational function of the District, must sign the rental agreement form and furnish the certificate of insurance before using District facilities. All organizations not exempted by the Governing Board from facility rental fees will be subject to the same uniform list of charges.

Pursuant to A.R.S. 15-341(A), the Governing Board may permit the use, under its direction, and subject to conditions, rules and regulations it prescribes, of the school or schools within the District as a civic center for the District. The use of public schools and grounds as a civic center shall in no way interfere with use and occupancy of schools and grounds as required for school purposes.

Proof of liability insurance shall be required for the use or lease of school property pursuant to A.R.S. 15-1105. 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).

Non-District groups or organizations that request use of school facilities for athletic activities must confirm knowledge of and agree to comply with the provision of A.R.S. 15-341(A)(24)(b). See Policy JJIB, Administrative Regulation JJIB-R, and addendum form JJIB-EC.

Uncompensated Use

The Superintendent may permit the uncompensated use of facilities and property by any school related group or by any organization whose membership is open to the public and whose activities promote the educational function of the District. "Educational 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 and youth organizations.

If an exempt organization's use of the facility results in costs to the District, the organization will be responsible for that cost. All other organizations will pay the scheduled facility rental fee, and in addition, any costs incurred by the District.

Goods Contributed or Services Rendered

A person, group or organization may contribute goods or render services as full or partial payment of the user fee. The value of the goods will be determined by the District based upon established market price, trade in value, posted prices or where these methods prove impractical, appraisal or barter may be employed so long as the procedure is advantageous to the District. The value of services rendered shall be based upon the hourly wages of a beginning employee of this or another Arizona School District performing similar functions as determined by the District. Should disagreement between the contributor and the District occur as to the value of the goods or services offered, the District reserves the right to refuse to accept the offer.

Adopted: November 8, 2011

LEGAL REF.: A.R.S. 12-820.07
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
KFAA - Smoking on School Premises at Public Functions

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Authority

The Catalina Foothills District (CFSD) No. 16 may allow groups or individuals to use school facilities in accordance with Arizona Revised Statutes 15-1105.

Scope of Policy

This regulation is intended to regulate the use and rental of school facilities by outside groups and organizations. This regulation has no application to student activities or the after hour's use of school facilities by 1) school teams, 2) school sponsored student clubs, or 3) non-school sponsored student clubs that qualify for school facility use pursuant to the Equal Access Act.

Contracts

All contracts for such use shall be in writing on forms furnished by the District and executed on behalf of the Governing Board.

A Lessee, by entering into a contract, shall thereby waive any claim against and shall indemnify, save and hold harmless the Catalina Foothills School District and its agents and employees against claims of any and all persons for injury to persons or damage to property arising out of Lessee's use of facilities.

An application for a contract must be initiated at least *two (2)* weeks, but not more than one (1) year prior to the date(s) requested. No contract will be acted upon for a succeeding school year until after the school calendar is set.

Insurance

The Catalina Foothills School District will require a certificate of insurance from the individuals or organization requesting use of District facilities showing that the individual or organization has in force one million dollars (\$1,000,000) of public liability and property damage insurance. This policy must name the District as an additional insured and must cover any and all use of school property by or under the sponsorship or control of the individual or organization. Responsibility for obtaining such insurance coverage rests solely with the individual or organization requesting use of District facilities. The Lessee shall report to the Director of Community Schools any losses or damage to the District property. The Lessee shall pay for any and all losses or damage to District property arising out of Lessee's use of the facilities.

REGULATION**REGULATION****User Groups**

Class I: This category of user will be exempt from facility rental fees but will be subject to direct costs incurred by the District. This class includes:

- Direct service groups affiliated with Catalina Foothills School District, considered to be directly associated with, or which would not exist except for the District-Family Faculty Organization (FFO), CFSD Foundation, and booster clubs.
- Civic activities (elections/Emergency/Crisis Services) and groups or elected officials of federal, state or local government when conducting community or official business within the District.

Class II: This category is for regular program activities by nonprofit service organizations where a majority of their membership consists of District school-age children. This category of user will be subject to costs incurred by the District, including the application fee, personnel and equipment rental. Included in this class are:

- Youth organizations (scouting groups, athletic leagues, religious groups, et cetera).

Class III: Nonprofit organizations who do not fall under category II. This user is subject to facility rental fees as well as costs incurred by the District including the application fee. Included in this class are:

- Religious organizations;
- Homeowners Associations;
- Social groups;
- District residents' personal events;
- Performing arts groups;
- Community organizations, et cetera; and

Class IV: This category is for individuals or organizations that are for profit regardless of the purpose for their use of facilities. This class of user will incur facility rental fees as well as costs incurred by the District including the application fee.

Note to User Groups: Staff members may not use the District facilities for purposes related to outside compensation, including, but not limited to tutoring for compensation, unless they rent facilities under the appropriate class.

REGULATION**REGULATION****Use of Buildings and Grounds**

The Catalina Foothills School District Governing Board desires to make its school facilities reasonably available for community use. However, school functions shall have priority over community use. When a community user has received approval to utilize District facilities, the District will make reasonable effort not to interfere with that use. Nevertheless, there are occasions when school events must supersede approved outside use. The District will make a reasonable effort to find an alternative District facility for the outside user, or will refund the rental fee paid, if any. The Governing Board is the final decision-maker on the question of the District's superseding use, and by signing the contract, the Lessee agrees that the Governing Board's decision is final and that refund of the rental fee is the only recompense available to the Lessee.

Keys to the facility are issued only to CFSD personnel, administration, and staff.

District Administrators and caretakers shall have access to all rented facilities as needed.

No decorations or other materials shall be attached to the interior or exterior of the building unless approved in advance by the CFSD administration or staff.

The possession or use of tobacco products, tobacco substitutes, electronic cigarettes, other chemical inhalation devices, or vapor products is prohibited in all areas, in all buildings, and on school grounds. *All* groups using the school for meetings must abide by the smoke-free policy.

A medical marijuana cardholder shall not possess or engage in the use of marijuana on District property at any time.

Profane language, possession or use of intoxicating liquor, possession or use of any illegal drugs, boisterous conduct, any forms of gambling and possession or use of any weapon shall not be permitted on school premises.

The Lessee will provide at the Lessee's expense, supervision of the activity and participants. This shall include proper police and fire protection where necessary.

All emergencies (fire, medical, and security) must be reported to the local authorities by dialing 911. It is the responsibility of the Lessee to learn the location of all working fire extinguishers and fire alarm pulls in the area. The emergency shall also be reported, as soon as possible, to the CFSD administration and staff.

REGULATION**REGULATION**

Lessee will leave chairs, tables, and other equipment in exactly the same position in which they were found.

Custodians must not be asked to set up equipment or to provide additional equipment not indicated on the Facility Use Contract.

No District employee may allow anyone to use the District's facilities, equipment, or supplies unless specifically authorized by the Facility Use Contract and by Policy KF.

Footwear appropriate for the facility will be worn at all times.

Food and beverage is not allowed in the auditorium, theatre, stage, dressing rooms or technical booths. Water, in a resealable container, is permitted in all of these areas. The user must exercise the utmost care in the use of school premises and adhere to the school's procedures for each area of use (i.e., food, drinks, pets, et cetera).

The Use of Facility Contract will be deemed effective immediately upon occupancy by the Lessee, and the premises will be vacated, doors and windows secured, lights will be turned out, and all property of the Lessee removed by the time specified.

Preparation of the grounds, team practices or scheduled games shall not begin at such time so as to interfere with the school program at any site.

Fields shall be closed when wet.

Field lights will be turned off by 10:00 p.m.

Any requesting person/organization may cancel a request if done so at least twenty-four (24) hours prior to the date of the event. If such notice is not given, the permit holder shall be responsible for all charges.

Failure to comply with the facility use rules may result in cancellation of the contract.

COMMUNITY USE OF SCHOOL FACILITIES

Performing Arts Rental Procedures

The following procedures have been established to assure all users of the Catalina Foothills High School (CFHS) Performing Arts complex and their patrons a pleasant, safe and successful production. These procedures are subject to change at any time. Some of these procedures are for clarification only in order that the Lessee is clear on what CFHS Performing Arts Complex and managers of CFHS Performing Arts Complex will provide. The Lessee agrees that their production staff, performers, and subcontractors will follow the procedures as outlined below and other policies and/or procedures that may be established in the future.

The Catalina Foothills High School building administration is in charge of the facility and its operation at all times. Producing organizations and their personnel will work under the direction and supervision of CFHS theatre administration and staff. District administrators and caretakers shall have access to all facilities as needed.

The Lessee is responsible for any and all damage to the facility and/or its equipment that occurs as the result of the Lessee's occupancy. Any equipment that is broken should be immediately reported to the CFHS theatre administration or staff.

Only CFHS staff, trained personnel, and theatre professionals are allowed to perform the functions of technical support staff and stagehands. The use of volunteers is at the discretion of the CFHS theatre administration or staff.

CFHS equipment and systems, lights, sound, fly, staging, and electrical and mechanical systems, will be operated only by CFHS personnel or persons authorized in advance by the CFHS theatre administration or staff.

Attachments to the theatre (not the auditorium) stage floor will be allowed (nails, screws, stage screw inserts) as long as the attachments do not permanently damage the stage floor and are approved in advance by the CFHS theatre administration or staff. A fee will be charged to repair any permanent damage. The stage floor must be left in a clean condition. Gaffer tape is the only type allowed for taping to the stage floor, tape is not permitted on the walls.

There will be absolutely no attachments to the performance auditorium floor.

All cords, cables, and equipment in the auditorium, aisles, hallways, lobby, and outdoors shall be at the discretion of the CFHS performing arts management and staff and must meet all fire and safety codes.

REGULATION**REGULATION**

All stage rigging and stage electrics shall be done in a safe and professional manner. All set pieces, hanging scenery, drops, props and equipment shall be fireproofed.

All pyrotechnics used in productions must meet the approval of the Rural Metro Fire Department and the CFHS Theatre Management. No pyrotechnics may be used unless such approval is received.

The CFHS Performing Arts Management and staff reserve the right to disallow the use of any equipment found to be in poor mechanical or electrical repair, if in the opinion of CFHS Administration and staff, it poses a hazard.

At no time will persons under the age of eighteen (18) be allowed to work unless accompanied by an adult. In cases where the minors are part of the performances or crew, adult supervision shall be provided in the following areas:

- Little Theatre and related areas.
- Performance Auditorium and related areas.
- Hallways.
- Greenroom.
- Scene shop.
- Any other areas deemed appropriate for the given size of the cast or crew, age of minors, and any other factors not mentioned above.

Any violation of this clause shall be grounds to immediately cancel the event with notice to the Lessee. Lessor shall not be responsible to Lessee for any loss of revenue as a result of said cancellation.

No portion of the sidewalks, entries, passage vestibules, halls, or ways of access to public utilities of the premises shall be obstructed by the Lessee or permitted to be used for any purpose other than ingress and egress to and from the premises.

No pets shall be allowed in the CFHS Performing Arts Complex at any time. Assistance animals are excluded from this rule.

REGULATION**REGULATION**

At no time may electronically reinforced or produced sound exceed 100db SPL. The CFHS Performing Arts Management and staff reserves the right, in its sole discretion, to terminate the performance if the levels exceed said limits. The Lessee group shall be deemed to have breached this agreement and shall be liable to CFHS Performing Arts Complex for damages.

Gels, gobos, and gaffer tape are *not* included in the rental fee. The Lessee may purchase or rent items from the CFHS Performing Arts Management and staff.

No flammable materials, such as bunting, tissue paper, et cetera, will be permitted for decoration, and all materials used for said purposes must be treated with flameproofing and approved by the Rural Metro Fire Department.

Little Theatre Load-In/Load-Out

Load-in: Lessee shall receive the facility in a clean state. Any variations or problems shall be noted immediately to the CFHS Performing Arts Management and staff. The building will be available for entrance at specific time as specified by the Facility Use Contract.

Load-out: Lessee shall leave the building in the same state in which it was received (swept clean, and mopped when necessary). If the stage floor requires painting, Lessee will be charged a fee for labor and materials. The "house hang", apron/pit, and curtain/leggings/cyclorama/rear projection screen shall be restored at the time of load-out unless prior arrangements have been made.

Performance Auditorium Load-In/Load-Out

Load-in: Lessee shall receive the facility in a clean state. Any variations or problems shall be noted immediately to the CFHS Performing Arts Management and staff. The building will be available for entrance at specific time as specified by the Facility Use Contract.

Load-out: Lessee shall leave the building in the same state in which it was received (dry mopped when necessary). If the stage floor requires sanding and re-sealing, Lessee will be charged for the cost of labor and materials for restoration of the floor. The "house hang" shall be restored at the time of load-out unless prior arrangements have been made.

Labor requirements: All labor rates are a three (3) hour minimum.

- A light board operator is required for any light change other than on/off.
- A sound engineer is required for any sound equipment over two (2) microphones or playback of a recording.
- Ushers are required for any reserved seating functions.
- Stagehands are required for any flying scenery.
- Scenery can be moved by staff supplied by Lessee or by theatre staff, as supplied by the Lessor.
- Extended time frame storage is not permitted.

TECHNICAL INFORMATION LITTLE THEATRE

SEATING: 200
 STAGE TYPE: Proscenium with Thrust and Side Stages
 FLOOR: Hardwood covered with painted Masonite
 WIDTH: 30'-01"-
 DEPTH 28'-09"
 HEIGHT 18'-00"
 PIT SIZE 7'-10" by 32'-0" (in 2'-0" segments)

LIGHTING INFORMATION

Control board ETC Expression 2X
 Dimmers 196 ETC 2.4 K
 Circuit locations 7 hardwired electrics overstage, 4 FOH positions accessible by a stand-up catwalk system, 4 floor pockets
 Instrumentation 6 ETC Source Four's, Altman 360Q Ellipsoidal spotlights (6x9,6x12,6x16,6x22), PAR 64, ETC PAR, 8-4 circuit striplights

SOUND INFORMATION

Control Board Sound Craft Delta DLX, 24 channel
 Amplifiers 8-Ashley 2 channel WP 9220
 Cassette Player 2-Tascam 112B
 C D Player 1-Tascam CD-401MKII
 Digital Tape Player 1-Tascam DA30MKII
 Turn table 1-Technics Quartz SL-1200MK2
 Microphones 3-Shure SM58, 3-Shure SM58 Beta
 Monitors 2-Square S-1202ER (300W)
 2-Wedge FM-1202ER (300W)

RIGGING INFORMATION:

28 line counterweight system 42 Foot Grid (pipe height)

CURTAIN INFORMATION

Three (3) full blacks (one [1] as a traveler), six (6) legs, full stage cyclorama and RP screen.
 House curtain on separate counterweight system.

REGULATION**REGULATION****DRESSING ROOMS**

Men's and women's ten (10) seat dressing rooms.

LOADING DOCK

Loading dock is 4'-3" high. Ramps are available for vehicle loading height correction. Entrance to the theatre is through an 8' X 10' roll door and two (2) 4" X 12" loading doors located upstage on the back wall.

TECHNICAL INFORMATION PERFORMANCE AUDITORIUM

SEATING: 565
 STAGE TYPE: open stage
 FLOOR: polished Ipswitch Pine (Blonde)

ABSOLUTELY NO ATTACHMENTS TO THIS FLOOR

WIDTH 42'-8"
 DEPTH 36'-6"
 HEIGHT 26'-9"

LIGHTING INFORMATION

Control board: ETC. EXPRESSION
 Dimmers 60-ETC 2.4k sensor dimmers
 Circuit locations HL & HR Balcony (Box Seats)

SOUND INFORMATION

Control Board Soundcraft Delta DLX 16 channel
 Amplifiers 5-Ashley FTX 1501
 Cassette Player 2-Tascam 302
 Microphones 4-Shure SM81-LC
 Monitors 2-Renkus-Heinz wedges

LOADING DOCK

Loading dock is 4'-3" high. Ramps are available for vehicle loading height correction. Entrance to the Auditorium is through several standard double doors with removable center door jams.