

# SUSD FACILITY RENTAL POLICY MANUAL & FEE SCHEDULE Effective July 1, 2016

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## I. INTRODUCTION

- A. Governing Board Policy: The use of District facilities is permitted under Arizona Statute (see Section VI) and Governing Board Policy, including Policy KF, Community Use of School Facilities, subject to specific rules and conditions.

This handbook represents the requirements of both Arizona law and the Governing Board of the Scottsdale Unified School District (“SUSD”) for the use of District property by groups, organizations or persons for permitted purposes.

No school facility shall be used by any group or individual not in compliance with the requirements of all applicable federal or state statutes, regulations, and rules prohibiting discrimination on the basis of race, religion, color, sex, national origin, disabilities, age or other classification.

When, in the opinion of the Chief Financial Officer, the benefit from the requested use of school facilities to the community or the District is questioned, the CFO will review the activity with the Superintendent.

- B. General Requirements: Any group, organization or individual (renter) that is not itself a District program (student club, athletic team, athletic club, PTO, etc.) must complete a Contract for Rental of School Property (“Contract”). An Insurance Certificate must be provided and use fees must be paid according to their user classification. For internal scheduling purposes, even District groups should register facility use with the building principal’s office.

It is the responsibility of the building principal’s office to determine the availability of facilities, prepare and submit the Contract, provide for supervision of the facility during rental times and assure that renters comply with the terms and conditions set forth in Section VI. For the contracted rental of school buses, the Director of Transportation shall be responsible for these requirements.

The Governing Board has designated the CFO as the District agent to sign Contracts to ensure their compliance with Arizona law and the terms of this handbook. A renter may not use facilities unless the CFO on behalf of the District has first signed the Contract.

Please review the following Sections of this handbook for procedures, fees and the terms and conditions for the use of facilities and equipment. If you have any questions, please contact the Facilities office at (480) 484-8502.

## II. RENTAL CONTRACT PROCEDURES

- A. Contract for Rental of School Property: This Contract includes all of the required information and references to be considered a legal agreement with the District in connection with the rental use of property by third parties.

The Contract is initiated by the proposed user as a “requisition” to use rooms, facilities and/or equipment at a specified building or a school bus. The proposed user should be directed to type or neatly print the requested information with general guidance from the principal’s office. Generally, this will be the top part of the Contract.

Following the specific instructions set forth in Section B, below, the Principal should review the request for the availability of the facilities and/or equipment, compute appropriate rental fees and charges (see Section III) and complete the Contract. After review of final terms and charges with the proposed user, the Principal must secure a Certificate of Insurance and transmit the requested Contract and Certificate to the Facilities & Operations Office for execution at least ten (10) work days prior to the use of facilities.

For appropriate scheduling at the building, the Plant Manager should sign the Contract as evidence the Manager is aware of the scheduled event, and will handle any arrangements called for in the Contract.

Copies will be distributed as shown at the bottom of the Contract, after the CFO has executed it on behalf of the District.

A sample completed Contract and specific line instructions are enclosed on the following pages.

- B. Specific Line Instructions for Completion of Contract for Rental of School Property (The contract must be filled out in its entirety.)
1. School/Facility: Name of the school or facility, whether an open or closed school, or other facility in the District.
  2. Name of Renter: Name of the company or organization. If this is an individual, be sure to list any firm name under which this person is doing business. The name inserted here must agree with the “insured” name on the Certificate of Insurance listed below.
  3. Responsible Designee: Name of the person who will be responsible for the supervision of event scheduled, and the billing and additional costs, if any, and/or any damages that might occur.

4. Telephone: Telephone number of the responsible party.
5. Street Address, City, and Zip Code: Address to be used for billing purposes.
6. Name of Insurance Company: Name of renter's insurance company. Scottsdale Unified School District MUST be named as "Additional Insured" on Certificate of Insurance to be issued. A copy of the current Certificate of Insurance must be attached to each contract.
7. Policy Number: Policy number on Certificate of Insurance.
8. Amount of Coverage: Must state no less than \$1,000,000 liability (Each Occurrence limit for bodily injury and property damage) and no less than \$100,000 Damage to Rented Premises (also known as property damage or fire damage coverage) on Certificate of Insurance.
9. Participant Fees: Check whether renter will be charging the participants a fee of any type in connection with the use of this facility.
10. Specific Purpose: Describe specific rental use (meeting, class, dinner, dance, etc.)
11. Facility Requested: Name of school or facility to be rented. (i.e.: buildings, facility, bus, fields, etc.)
12. Specific Rooms: Name of room(s) to be rented (cafeteria, multi-purpose, classroom #'s, library, etc.)
13. Dates Requested: Exact dates and times of use must be recorded for scheduling and billing purposes. If entire fiscal year use is requested, this contract may only be written to the following June 30. If the renter requests the facility from April through August, two contracts are required – one from April through June and the second from July 1 through August.
14. Rental Classification: Determine and "X" classification of renter. If renter is claiming non-profit status, a copy of the non-profit documentation must be attached.
15. Dates/Times of Facility Use: Record dates, times and total hours requested – multiply times the applicable Facility Rate (Appendix A) and enter total in Facility Fees column. Total the column for Facility Fee, Section A.
16. Personnel Requested: Record number, type of personnel, and total hours requested – multiply times the applicable Hourly Rate (Appendix A) and enter total in Personnel Fees column. Total the column for Personnel Fee, Section B.

17. Equipment Requested: Insert the number and descriptions of equipment (i.e.: 10 computers) or buses requested, the applicable rate per hour (Appendix A) and enter the total under Equipment Fee column. When applicable, a utility surcharge will also be included here. Total the column for Equipment Fee, Section C.
18. Re-Cap: Record the totals for facilities, personnel and equipment fees and enter Total Amount Due. Renter will be required to pay this amount prior to the use of the facility. Additional fees, if any, will be billed after use. For longer-term uses, periodic advance payments may be made in accordance with Section III.D, Payment of Fees.
19. Renter's Designee: Secure signature and date from Renter/Designee after all information and fees have been reviewed with them.
20. Principal: Secure signature of building principal and date contract.
21. Plant Manager: Secure signature and date from Plant Manager.
22. Athletic Director and/or Director of Nutritional Services and Wellness: Secure signatures and date, if applicable, from Athletic Director and/or Director of Nutritional Services and Wellness.
23. Chief Financial Officer: When all charges are verified and information on Contract is completed, the CFO will sign and date Contract. An invoice will be sent when and where appropriate. Contract will be processed as follows:

*Site Office → Principal → Plant Mgr → Principal → Facilities & Operations → Contract Distributed*

- C. Insurance Certificate of User: Any group, organization or individual renter that is not itself a District program (student club, athletic team, PTA/PTO, etc.) must provide a Certificate of Insurance that names the Scottsdale Unified School District as an "additional insured" when contracting for the use of District facilities. PTA/PTO/Booster groups must provide their own insurance certificate. The Certificate must state no less than \$1,000,000 liability (Each Occurrence limit for bodily injury and property damage) and no less than \$100,000 Damage to Rented Premises (also known as property damage or fire damage coverage). A copy of the current insurance certificate must be attached to each contract. Any vendors requested to participate during a rental contract (unless their services and products are volunteered) must also provide the required insurance certificate as stated above.

This is a strict requirement of Arizona Statute A.R.S. §15-1105.

A sample insurance certificate will be provided upon request.

- D. Processing and Approvals: A request for the use of facilities must be initiated at the school or other District facility. If facilities are available, and the Principal or facility-manager agrees to rent the facility, the renter should be provided a “Contract for the Rental of School Property”. The renter should type or neatly print the top (shaded) part of the Contract.

Following the specific instructions set forth in Section II.B, above, the Principal or facility manager should complete the remainder of the Contract, enter appropriate fees and estimated other charges, and review the completed Contract with the requesting party.

After arranging for any custodial or other personnel being requested with the facility use, the requesting party should sign the Contract and provide a certificate of insurance.

The Contract and certificate of insurance must then be forwarded to the Facilities & Operations office at least ten (10) work days prior to the facility use, then submitted for the review and approval of the CFO who must sign the Contract on behalf of the District. The Facilities & Operations office will distribute copies of the Contract.

The renter must be informed that the Total Amount Due on the Contract must be paid prior to the scheduled use of facilities. See Section III.D for Payments of Fees.

- E. Leases: If a renter seeks an exclusive use of school property, or seeks use for more than thirty (30) consecutive days, please contact the District’s Chief Financial Officer for leasing information.

### III. RENTER CLASSIFICATIONS AND FEE SCHEDULES

- A. Classification of Rental Users: The renter of a District school or facility shall be subject to a rental fee depending on the classification of the renter. Fees for each classification are shown in the tables in Appendix A. The four (4) classifications and categories of fee rentals are as follows:

#### CLASS I:

This category of user is exempt from facility rental fees (except as stated in Class II below), but subject to all utility surcharge fees, personnel, and other out-of-pocket costs incurred by the District except where noted. This Class includes:

1. Organizations directly associated with the District, and conducting activities for District school-age children. Examples include staff and parent groups such as Parent Council, PTA/PTO, booster clubs, etc., and student groups such as clubs and school teams. These organizations are exempt from utility surcharge fees except for summer usage, fund-raising clinics, tournaments and camps or for PTA/PTO/Booster groups holding a game of chance (Bingo, Silent Auction, raffle, etc.)
2. Volunteer groups conducting activities for District school-age children would include Boy Scouts of America, Girl Scouts of America, Camp Fire, etc. Also included are AIA league, region and state activities and State music organizations in which District students are involved.
3. Units, or elected officials, of Federal, State and local government, when conducting community or official business within the District. This includes all governmental entities for which reciprocal agreements have been executed.
4. Groups or District departments conducting staff development, in-service or other job-related training classes primarily for District personnel, (such as public universities and colleges) and at the request of a District administrator. If the class was designed for District staff, but outside parties attend because of limited available openings, the function will still not be subject to rental fees if more than ninety percent (90%) of the participants are District staff.

#### CLASS II:

This category of user is for public schools, community colleges, and universities (non-profit charter, non-public, non-profit schools and colleges are subject to fees as Class III, non-profit organizations). If using equipment in a specialized classroom such as computer labs, vocational, science, or art rooms, etc., equipment charges listed in Appendix A shall apply.

If the public school/community college/university is providing classes at the written request of the District, where a minimum of 90% of students attending are Scottsdale Unified School District employees, this would be considered a reciprocal agreement and they would be subject to Class I.4 rates.

Class II also includes any Class I organization promoting a bond issue, holding a fund-raising clinic, tournament or camp in conjunction with an outside vendor, or using tennis courts.

### CLASS III:

This category of user is for all non-profit organizations. A notification letter from the IRS granting tax exempt status must be submitted as non-profit proof. For companies who are currently seeking IRS status, they must submit copies of their application materials. They will then be granted a one-year grace period to secure their status. Included in this Class are:

1. Youth organizations such as Boys/Girls Clubs, Y.M.C.A., community sports leagues and National or State athletic organizations. (i.e.: Basketball Congress, Olympic training groups, etc.)
2. Non-profit performing arts groups.
3. Non-profit organizations providing EDK, before or after school daycare services.
4. Community organizations such as Rotary, Thunderbirds, Kiwanis, Jaycees, etc.
5. Units of Federal, State and local government, when their use of the facility is not community or official business (i.e.: fundraisers, fee activities, sponsoring another group where that group would be subject to a rental fee schedule, etc.)
6. Non-profit groups (other than public schools, community colleges or universities) conducting any in-service or job training classes to the general public and the classes are not solely for District staff.
7. Political organizations or elected officials, when their activities are not exclusively for community information purposes.
8. Churches and religious groups. When using facilities for religious services, Contract must be renewed every six (6) months, with a maximum of four (4) renewals. Executing a new Contract after the two (2) year term is subject to District review.
9. National or State educational or employee organizations. If activity is to be hosted by District, and approved by responsible administrator, no rental fee will be charged.



10. Local civic and homeowner groups.

11. Non-profit charter schools and non-public non-profit colleges or universities.

CLASS IV:

This category of user is for all commercial, profit making individuals and organizations, regardless of the purpose for their use of facilities.

Any activity of a profit-making organization for the purpose of donating profits or proceeds to the District, or a public charity, does not change the rental fee rate from their Class IV schedule.

- B. Fees For Use of Personnel: See Appendix A for schedule of personnel fees. When the use of District facilities and equipment requires supervision, cleaning or technical assistance in connection with the intended purpose or timing of the rental, District staff will be assigned and personnel fees charged to the renter as part of the Contract in accordance with the attached schedule. These fees will apply to renters who may otherwise be exempt from facility fees (Class I).

All wages earned by District-assigned staff in connection with a rental must be paid through District payroll in order to cover employees under State Workers Compensation laws. These wages may be paid only from fees collected in connection with the facility use that are deposited in the Civic Center Fund, and not directly by the renter. Before being paid, all District staff must have a Personnel Action Report in place.

As described below, in some circumstances, staff must be assigned in connection with the rental; in other cases, the building Principal will make this determination. See Appendix A for a schedule of chargeable fees for District personnel.

Requirements by personnel type are as follows:

1. Custodial/Maintenance Staff: A custodian or other maintenance personnel must be provided on a rental Contract at all rental times that a regularly scheduled building custodian is not on duty. This would normally include weekends, holidays and hours outside of the normal work schedule. Custodial/maintenance fees during these times will normally be charged at time and a half in accordance with the following rate schedule.

At any time that the building Principal determines that custodial/maintenance assistance is required in addition to staff on duty at the time of rental use, custodial/maintenance staffing may be added to the Contract. This would

normally occur when a rental use is expected to require additional supervision, assistance or cleaning beyond the time available from custodians on duty.

In any case that custodial/maintenance hours are required, hours beyond the rental times scheduled may be added to allow for cleanup after the renter leaves. During the summer, renters may incur contracted cleaner charges instead of or in addition to the District custodial charge.

When custodial/maintenance personnel are required in connection with a contract, duties shall include the opening and closing of the facilities (including security systems), supervising the facility (not program), adjustment of lighting, heating and cooling systems, accommodation of renter needs for authorized equipment and as a contact for emergency needs. The cleaning of rented facilities may occur during a scheduled use if requested by the renter.

Custodians shall be provided through the building Plant Supervisor who will coordinate required staff and hours with the Manager of Custodial/Grounds Services. The Manager of Custodial/Grounds Services shall report hours worked to Payroll.

2. Food Services Staff: For any rental contract that includes the use of kitchen equipment other than sinks and counters, a food service worker must be assigned and fees collected by Nutritional Services and Wellness. The Director of Nutritional Services and Wellness must sign the rental contract.
3. Audio-Visual/Stage Equipment Staff: District provided technical staff would be required at any time the building Principal determines that the operation of building equipment requires trained personnel. Hours assigned may include advance set-ups of equipment, operation during the rental times and disassembly and storage after rental use.

Arrangements for this staff and the reporting of their time to payroll shall be made by the building Principal.

4. Security/Safety Staff: District provided security staff might be required at any time the building Principal determines that a rental event warrants crowd control or other security measures. If either a District security person or other security staff (off-duty police, etc.) is required, the cost shall be included on the Contract, and personnel paid by the District.

It is recommended that, any time the auditorium or gymnasium are rented, and over 150 people will attend, a security person is required, and charged for, in the Contract.

Arrangements for the staff and the reporting of their time to payroll shall be made by the building Principal.

5. Coach Facilitator - tournament events using athletic facilities will require the use of a coach facilitator.
6. Other Personnel Fees: Should a building principal or facility manager require other staffing in connection with the approval of a Contract for which a fee is not provided on the following schedule, please contact the Facilities & Operations office.
7. Student Staffing: Students are often used to function as assistants with parts of a production as “stage crew” which covers various functions (set design, lighting, sound, etc.). If a student were not receiving credit for volunteering their services, they would be compensated at the current hourly rate according to their experience level as determined by their school principal and the graduated scale as mandated by FLSA regulations.

The District will process these payments through Payroll; therefore, each student would complete an application, W-4 and have a parental permission form completed. These forms would be sent to Human Resources and a PAR would be generated enabling Payroll to pay the student once the time slip was received. Students would be paid according to the established Time Slip payment schedule.

This procedure is intended for students working on productions connected with Facility Rentals only.

- C. Fees for Use of Special Equipment: See Appendix A for equipment fee schedule. When the use of District facilities includes a request by the renter to use special equipment, a separate equipment use fee may be added by the building principal. This fee is to provide for the eventual replacement of these items by the building.
- D. Payments of Fees: When submitting a rental contract, the renter of facilities must pay facility, personnel and equipment fees for at least the first 30 calendar days of scheduled facility use. When scheduled use will exceed 30 days, monthly payments must be received by the first of each month for the rental to continue.

Invoices will be sent from Facilities & Operations requesting payments. Should payments not be made within times required, the renter will be notified that facility use may not continue. Any past due amounts will be sent to Collections.

All checks must be made payable to the “Scottsdale Unified School District”.

- E. Offsetting Values for Rental Fees: When a renter provides the school, facility or District with a measurable value in connection with a rental, facility rental fees (but not custodial or other personnel fees) may be offset to the extent of the measurable value received.

Any agreement to offset rental fees must be approved by the CFO prior to the principal or other facility manager completing or signing the Contract.

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 Scottsdale students or in-kind gifts or payments provided directly in connection with the use of the facilities. No other waivers will be approved. An SUSD Gift Form or other document regarding the offset must be attached to the rental contract.

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.

- F. Utility Surcharge: All classes of facility renters are subject to a utility surcharge for the additional cost of air conditioning and lighting outside normal school operating hours. The utility surcharge is to recover the actual additional cost of utilities during times when air conditioning or heating would normally be turned down and lights would be off. When applicable, the amount of the utility surcharge will be based on the historical costs for the time of year, time of day, and for the specific facilities being used. The surcharge will represent the difference between what the utility costs would have been if the rental had not taken place and what the actual utility costs are because of the rental use. Typically, the utility surcharge will apply to facility rentals during weekends, holidays, school breaks, and evenings.
- G. Scottsdale Intergovernmental Agreement: Through an intergovernmental agreement (IGA), the City of Scottsdale schedules the use of several school athletic fields outside of school hours with first priority given to the School District. Use of these fields during non-school hours is subject to City of Scottsdale policy, procedures and fee schedules, and must be scheduled through the City Parks and Recreation Department.
- H. Employees of the District: Employees of the District will not be allowed to rent facilities, except if the employee (1) secures Community Education's permission, (2) is not running a program in competition with them, (3) has his/her own company, (4) is not tutoring his/her own students, and (5) pays the full rental price. Employees must work through Community Education to offer any out of school day classes such as enrichment, tutoring, etc.

#### IV. USE OF ATHLETIC FIELDS/OUTSIDE FACILITIES

- A. General Conditions: Generally, facilities such as handball, outdoor basketball and volleyball courts cannot be reserved.

However, contracts may be issued to city recreation and little league groups for organized activities during specific recreation seasons. Separate Intergovernmental Agreements (I.G.A.'s) are in force with the cities of Phoenix and Scottsdale for the scheduled use of certain lighted ball fields during specified hours. Use of fields under I.G.A. agreements are scheduled by the City and are subject to City regulations, procedures and fee schedules. In addition, annual contracts for baseball and soccer fields may be issued to: Little League Baseball, Pop Warner Football, Miss Softball and organized soccer leagues when fields or times do not conflict with District programs or commitments under I.G.A.'s.

Priority in scheduling fields by the building Principal shall be given to cities and leagues which have scheduled and used the same fields in previous years.

In consideration of the gifts for improving District field facilities over the years, fees may not be charged the above organizations for the use of District scheduled fields; however, if inside building facilities are requested by these groups, a separate contract must be written, and the fee schedules for such contracts will be applicable as set forth in other sections of this handbook.

All organizations using school fields or outside facilities shall be subject to the terms and conditions set forth in Section IV.C following.

- B. Commercial Use of Grounds: When commercial enterprises request to use school grounds other than facilities listed in previous rate schedule to film advertisements, or for other business or promotional purposes, a contract must be written and normal procedures followed, including insurance liability certificates. A location agreement (available from the Legal Department) must be signed as well.

The flat-rate fee for such use is \$500.00 for each twelve (12) hour period in addition to any personnel or equipment uses that may apply.

- C. Terms and Conditions-Outside Facilities:

1. The Renter shall properly prepare and maintain playing fields and related facilities during the period of their use. The Renter shall return the fields and facilities at the end of the rental period in the same condition as when the facilities were assumed. It shall be the judgement of the building principal and/or the CFO as to whether damages or maintenance was not completed by the renter. The cost to restore such facility shall be performed by the District and billed to the renter.

2. The Renter shall supervise both its own persons and all other persons in attendance at rental activities, and provide adequate adult leadership for children and adults in the areas used, as well as parking lots and immediately surrounding areas. The Renter shall police the premises during and following usage periods, and all rented areas shall be cleaned up by the organization, or fees paid for District personnel to do so.
3. Preparation of fields for renters program shall not interfere in any way with the school program at the site. No modification shall be made of the school premises without the approval of the Governing Board. Any approved permanent modifications shall become the property of the District.
4. The Renter shall have no authority or jurisdiction over District property, or improvements, except to police these premises during the time of renter's activities.
5. All activities shall terminate at or before 10 p.m., and field lights shall be turned off not later than 10 p.m. No inning of a baseball game shall be started after 9:30 p.m.
6. Only authorized adults shall be allowed in press boxes or on photography platforms, and their names shall be listed on the contract when it is signed. Public address systems, when used, shall be operated at a volume low enough to avoid disturbance of households in areas adjacent to the premises used.
7. Concessions stands shall not be opened for operation other than at times and dates when games are played. No glass containers or other breakable articles shall be dispensed at concessions stands.
8. The District reserves the right to re-schedule any or all facilities. If re-scheduling is required, the District shall provide a notice in writing to the renter of at least one week in advance.
9. The District reserves the right to terminate a rental contract upon notice if the renter has violated any of the terms and conditions contained herein, or has in any way abused the privilege granted in using school facilities.
10. All other rules and regulations of the District pertaining to rental contracts for the use of school facilities as set forth in the Rules, Regulations and Fees for Rental of School Property shall apply to a contract for outside facilities and are binding on the renter.

V. USE OF TRANSPORTATION FACILITIES (BUSES)

Scottsdale School District buses **may be** available with a driver for rental services. For current rate and scheduling information, please call the transportation department at (480) 484-8555.

VI. TERMS AND CONDITIONS FOR RENTAL OF DISTRICT FACILITIES

A. General Terms:

1. All rentals and leases shall be in compliance with A.R.S. §15-1105. If any provision of this manual is deemed not to be in compliance with State statute or Governing Board Policy, statute and Policy shall govern.
2. A written Contract for the Rental of School Property, a certificate of insurance and the payment of required fees must be completed and approved by both the building Principal and the CFO before facilities may be used. In addition to the terms and conditions set forth here, a renter shall be provided a copy of the Facility Rental Policy Manual and Fee Schedule, which shall be considered to be a part of this Contract.
3. Application for the use of facilities should be submitted to the building Principal at least 30 days prior to the first proposed use. The proposed contract must be in the Facilities office at least ten (10) workdays prior to facility use.
4. All amounts due under this contract must be paid in advance for uses within the first thirty (30) calendar days. Amounts due after 30 days must be paid prior to use for each of the following thirty (30) day periods.
5. The District may cancel the use of the facility on the date or dates specified in the Contract by notifying renter by telephone, messenger or letter to the address given on the Contract at any time prior to any scheduled use. The District reserves the right to refund payments made in advance for the rental of any facility if the Governing Board should decide that the Contract is not in the best interest of the District.
6. The renter agrees to indemnify and save harmless the District from any claims or loss.
7. A.R.S. §15-1105 requires the renter to show proof of liability insurance. The amount must be no less than \$1,000,000 liability (Each Occurrence limit for bodily injury and property damage) and no less than \$100,000 Damage to Rented Premises (also known as property damage or fire damage coverage) with the Scottsdale Unified School District named as “additional insured” on the policy. A certificate of insurance is required as evidence of this coverage.
8. The renter affirms that no event will be held for the purpose of advancing any theories subversive to the constitutions or laws of the State of Arizona, or the United States, or for the purpose of advocating social or political change by violence.
9. No school facility shall be used by any group or individual not in compliance with the requirements of all applicable federal or state statutes, regulations, and rules, prohibiting discrimination on the basis of race, religion, color, sex, national origin, disabilities, age or other classification.



B. Rental Terms:

1. Any renter/user using Scottsdale Unified School District facilities for activities, which include school-age children, will ensure compliance with the District's Student Code of Conduct. Any illegal behavior will be referred to proper authorities for appropriate legal action. The rental/user contract may be terminated immediately by the District if the renter/user fails to comply with these provisions.
2. All District personnel used by a renter will be charged through this Contract to the renter in accordance with District fee schedules and must be paid through District payroll.
3. All activities must be under competent adult supervision supplied by renter. The principal or other facility manager shall have authority over renters' activities, and renter shall abide by all requests made by the principal or designee. Administrators or other authorized District staff are to have access to all facilities at any time. Premises are to be vacated at the times specified.
4. All District properties shall be left in as good condition as when received. The Renters personal property is to be removed from the premises immediately upon completion of Contract term unless previous arrangements have been made, and the District shall not be responsible for the renter's personal property in any way during or after a rental period.
5. No smoking or alcoholic beverages are allowed anywhere on District premises. No refreshments are to be served or sold on school grounds, or in the buildings except in the appropriate facilities, and only with the prior approval of the building principal and the Director of Nutritional Services and Wellness.
6. Kitchen facilities shall not be used aside from sinks and counters, unless approved by the Director of Nutritional Services and Wellness, and appropriate personnel provided.
7. As a condition of your facilities rental agreement with SUSD, the renter must provide the following notice in writing to all employees and participants involved in any program the renter offers anywhere on SUSD property:

“PLEASE NOTE THAT [INSERT NAME OF PROGRAM] IS NOT A PROGRAM OF THE SCOTTSDALE UNIFIED SCHOOL DISTRICT (SUSD). SUSD NEITHER SPONSORS NOR ENDORSES THE PROGRAM. LIKEWISE, PARTICIPATION IN THIS PROGRAM IS NOT A PRECONDITION TO PARTICIPATION IN ANY PROGRAM OF SUSD. ACCORDINGLY, SUSD ASSUMES NO RESPONSIBILITY FOR ITEMS LOST OR STOLEN WHILE ON SUSD PROPERTY, OR FOR ANY OTHER DAMAGES OR PERSONAL INJURY THAT YOU MAY SUSTAIN IN CONNECTION WITH YOUR PARTICIPATION IN THIS PROGRAM.”

C. Other Terms and Conditions: In addition to the terms and conditions set forth on both sides of the Contract for use of school facilities, the following additional terms and conditions shall apply:

1. Sub-Contracting – The renter shall not assign or sub-contract any facility, or area therein, nor any rights under a contract to another party. Any party other than the renter must execute a separate Contract with the District.
2. Alteration of Premises – The renter shall take the premises in the condition in which they exist. Should any renter remove or change the location of any equipment, such changes shall be made at their expense and renter shall return such equipment back to the condition and location in which it was originally found. Renter shall make no changes or alterations without prior written approval of the building Principal.
3. No decorative or other materials shall be attached to any part of the rental facilities so as to damage these facilities. All decorative or other materials shall be non-combustible or be suitably treated with a flame retardant approved by the City.
4. No fireworks, explosives or outdoor cooking shall be used on the premises without the direct, separate written consent of the CFO.
5. Obstruction of Passageways – No portion of sidewalks, entries, passageways, aisles, elevators, windows, ventilators, lighting fixtures or other ways of access to the facilities or their utilities shall be obstructed, or cause to be used for any purpose other than ingress or egress.
6. Termination of Contract - Loss of Facilities - In case of fire, casualty or other unforeseen occurrence which render the District unable to provide contracted facilities, said Contract shall be immediately terminated, and District shall not be liable for any claims or damages resulting therefrom. Renter shall be liable only for payments during the time premises were used.
7. Special Interest Groups - Regular use of facilities by religious, political or other special interest groups shall be limited. Rental of facilities for church services will be renewed every six (6) months, with a maximum of four (4) renewals. Executing a new Contract after the two (2) year term is subject to District review. A renewal after the six (6) months is the responsibility of the Contract holder.
8. Use by Employees – Teaching of private lessons for a fee by District staff shall be subject to all rental procedures and requirements under these Rules and Regulations for all other outside renters. (See Governing Board Policy GCRD – Tutoring for Pay.) District employees must adhere to District Policy including the prohibition from receiving payment for tutoring their own students. Employees of the District will not be allowed to rent facilities, except if the employee (1) secures Community Education’s permission, (2) is not running a program in competition with them, (3) has his/her own company, (4) is not tutoring his/her own students, and (5) pays the

full rental price. Employees must work through Community Education to offer any out of school day classes such as enrichment, tutoring, etc.

9. Compliance with Law – Renters of District facilities shall comply with all laws of the United States, the State of Arizona and applicable city ordinances, including any rules and regulations contained herein for the facilities owned and under the control of the District. Violations by the renter may result in cancellation of a Contract and immediate discontinuance of the use of facilities.
10. Barbecue equipment and propane tanks. – Use of barbecue equipment or propane tanks must be preapproved by the CFO.
11. Athletic facility rentals – Starting January 1, 2012, any rentals of a school’s athletic facilities (gyms and fields) will require the renter to provide a list of coaches and their completed Concussion Course certificates to the district office. This free, on-line, 30-minute course is entitled “Concussion in Sports – What you Need to Know.” It is located at [www.nfhslearn.com](http://www.nfhslearn.com). This requirement applies to the following sports usages: football, flag football, baseball, softball, basketball, volleyball, soccer, lacrosse, rugby, and any others as deemed necessary by District officials. This requirement is pursuant to Arizona State law SB 1521 and applies to in-state renters only.
12. Athletic & Enrichment Course, Camp and Club Rentals charging student fees: Fee-based athletic and instructional based enrichment programs which occur during out of school time are required to be coordinated with the SUSD’s Community Education Department and will be subject to vendor regulations to include:
  - a. Requests to the SUSD’s Community Education Department must be initiated at minimum 15 business days prior to the use date(s) requested.
  - b. The Community Education Department will handle all student registration. No fees will be collected by sites or by the vendor. All fees and online registration will be handled by the District.
  - c. All vendors must be on file with the District as having valid Insurance, Background Check(s), Fingerprint Clearance Card(s) and Concussion Course certificate(s) prior to program operation.
  - d. All marketing material may be distributed with written approval by the Community Education Department.
  - e. Vendors must observe and comply with District standards of use, supervision, and conduct.
  - f. In addition to the terms and conditions set forth here, a vendor shall be provided a copy of the Rules, Regulations and Guidelines which shall be considered to be a part of this Contract.
  - g. Vendors must comply with all Arizona Interscholastic Association regulations, if applicable.
  - h. Vendors must observe and comply with all city, state, and federal regulations.
  - i. The District reserves the right to cancel the vendor program at any time.

APPENDIX A

FEE SCHEDULES

**EFFECTIVE JULY 1, 2016**

Facility Rental Fee Schedule of Hourly Rates

	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>
<u>Elementary Schools</u>			
Kindergarten Room	\$ 12.00	\$ 16.00	\$ 32.00
Classroom	9.00	12.00	24.00
Music/ Band/Strings	12.00	16.00	32.00
Art	12.00	16.00	32.00
Multi-Purpose Room (Cafeteria- No Kitchen)	46.00	62.00	120.00
Kitchen	15.00	20.00	40.00
Media Center	30.00	40.00	80.00
Computer Lab	18.00	25.00	48.00
Other Special Classroom	12.00	16.00	32.00
Sports Field (per field)	15.00	20.00***	40.00
<u>Middle Schools</u>			
Classroom	9.00	12.00	24.00
Music/ Band/Strings	15.00	20.00	36.00
Art	15.00	20.00	36.00
Science Lab	15.00	20.00	36.00
Multi-Purpose Room (Cafeteria- No Kitchen)	52.00	70.00	130.00
Kitchen	20.00	26.00	50.00
Media Center	50.00	66.00	120.00
Computer Lab	20.00	26.00	50.00
Gymnasium ****	57.00	77.00	140.00
Weight Room	48.00	64.00	128.00
Locker Room Fee**	24.00	32.00	60.00
Student Center	45.00	50.00	75.00
Student Center with Partitions	51.00	56.00	85.00
Sports Field (per field)	15.00	20.00***	40.00

	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>
<u>High Schools</u>			
Classroom	\$ 9.00	\$ 12.00	\$ 25.00
Media Center	98.00	130.00	240.00
Cafeteria (No Kitchen)	70.00	95.00	180.00
Kitchen	22.00	30.00	60.00
Computer Lab	18.00	25.00	50.00
Main Gymnasium *****	87.00	115.00	210.00
Auxiliary Gymnasium *****	60.00	84.00	154.00
Weight Room	60.00	80.00	160.00
Wrestling Room	30.00	40.00	80.00
Auditorium – Rehearsal * and *****	60.00	80.00	160.00
Auditorium – Performance * and *****	120.00	160.00	320.00
Fine Arts Room (Band, Choral, Dance, Strings, Drama, Art)	30.00	40.00	80.00
Stadium Field	30.00	45.00	90.00
Stadium Field – Lights	30.00	45.00	90.00
Sports Field (per field)	22.50	30.00***	60.00
Locker Room Fee **	38.00	50.00	90.00
Tennis Courts	5.00	10.00	10.00
Arcadia Mt. Olympus and Coronado Board Room	25.00	50.00	100.00

\* When either choral, drama or band room included, add \$20.00 per room to above fee.

\*\* Locker Room Fee applies when locker room added to rental of gymnasium, wrestling rooms, weight rooms or sports fields.

\*\*\* All non-profit youth sports organizations directly serving S.U.S.D. students will be exempt from this fee.

\*\*\*\* All Rentals over 6 hours per day will be charged a maximum of 6 hours.

**Note:** Use of auditoriums, media centers, computer rooms, weight rooms, gymnasiums, stadiums or kitchens will require personnel fees for the assignment of District operating staff.

*Equipment rates in addition to room rental apply to use of art room, home economics, weight rooms and computer labs.*

*Rooms not scheduled above will be rented at the rate of \$0.012 per square foot per hour for Class III users, Class II users at 75% of the Class III rate, and Class IV at 200% of the Class III rate.*

*A utility surcharge will be added for any facility rental occurring outside normally scheduled run times for air conditioning and lighting.*

E. Hourly Rental Fee Schedule - Personnel

<u>Personnel Type</u>	<u>Regular Time Rate</u>	<u>Overtime Rate</u>
Custodian/Maintenance – Elementary/Middle	19.50	29.00
Custodian/Maintenance – High School	21.50	31.00
Security Specialist	17.50	26.50
Stage Crew (props, lighting, sound, etc.)-Students	10.70	n/a
Certificated Staff (teacher)	30.00	30.00
Food Service Worker	Contact Nutritional Services & Wellness	Contact Nutritional Services & Wellness

NOTES:

1. Hours beyond the scheduled facility times may be required for cleanup or responsibilities after renter leaves.
2. Regular time personnel fees may be used only when it is known that personnel will not exceed 40 hours in the week. Otherwise overtime rates will apply and be charged.
3. All overtime personnel required on a Saturday, Sunday, holiday or other days when facilities are not open will be charged at a minimum of two (2) hours.
4. All hours for personnel fees to be computed to the closest ½ hour.
5. Other personnel not listed on this table will be charged at their current rate + benefits %.

List of equipment items and the hourly rates to be assessed:

<u>Equipment/Rooms</u>	<u>Rate per Hour</u>
1. <u>Per Student Per Hour</u>	
Computers	\$ 1.50
Weight Equipment Room	.50
Home Economics Room	.40
Arts/Crafts Room	.30
2. <u>Per Hour Basis</u>	
Public Address Systems (including operator)	\$30.00
Overhead/Movie/LCD Projectors (including operator)	30.00
PA System/Projector only	18.00
Grand Piano	12.00
Studio Piano	8.00
Tables and/or Chairs (per 100)	15.00
Scoreboard (including operator)	30.00