

**Scottsdale Unified School
District No. 48
Facility Use
Policy Manual
&
Fee Schedule
Effective
July 1, 2023**

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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 (CFO), 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 classification of group utilizing District resources shall enter a Facility Use request through the Facility Schedule (FS) Direct – School Dude Admin online application, District programs (student club, athletic team or club, content area event) do not need to provide a certificate of insurance as the District insurance provides coverage. All other groups shall provide a certificate of liability insurance that meets the District’s minimum standard, and fees will be assessed based on classification.

District and community users alike will first submit their facility use request to the District for review. Once the activity and supporting documentation is reviewed and approved, the online request will be routed to the campuses for approval by the administrative support staff and the principal. If approved at the site level, the request will return to the District level to be reviewed a final time before submitting to the CFO for activation of the Facility Use Request. Any District level approver can decline the request and will communicate the rationale to the requester. For the Facility Use Agreement 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 Facility Use Agreements to ensure their compliance with Arizona law and the terms of this Facility Use Policy Manual. A facility user may

not use facilities unless the CFO on behalf of the District has activated the Facility Use Agreement.

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 Building Services Dept. office at (480) 484-8501.

NO FACILITY USE AGREEMENTS FOR SPORTS FIELDS AFTER 4PM, MONDAY – FRIDAY, or WEEKENDS AT THE FOLLOWING LOCATIONS:

Cochise, Cocopah, Copper Ridge, Desert Canyon (both), Cholla, Kiva, Laguna, Mohave, Navajo, Pima, Pueblo, Sequoya, Tonalea, and Yavapai. Any sports field usage at these schools must be scheduled through the City of Scottsdale. The contact at the City of Scottsdale is: sfro@scottsdaleaz.gov.

FILMING ON A CAMPUS:

A film agreement must be completed and submitted for review before a rental Facility Use Agreement can be approved for the use of District facilities. The film agreement can be found on the District website, www.susd.org, Departments, Facility Rentals.

EQUIPMENT:

The District does not loan or rent out equipment to be taken off campus.

Equipment set-up/tear down for rentals will include one-hour pre- and post- event by site personnel. The site must inspect the equipment post-event within 24 hours so any damages can be pursued with the renter.

Auditorium use requires one-hour pre-event charge for the auditorium tech to coordinate sound and lighting specific to renter's program requirements.

SHOWING MOVIES ON CAMPUS:

Any groups showing a movie must provide a copyright license for the movie. The process for acquiring a copyright license is available by contacting the relevant supervisor/District legal counsel.

COMPLIANCE WITH ALL LEGAL REQUIREMENTS:

The facility user is responsible for ensuring that the user hold all licenses and endorsements required to conduct the proposed activity on District property.

II. RENTAL FACILITY USE AGREEMENT PROCEDURES

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

The Facility Use Agreement is initiated by the requester as a "requisition" to use rooms, facilities and/or equipment at a specified building. The requester will be provided a link to the online process. The requester must provide all documentation required to support the use of a facility before a request can be fully authorized-

The process for online submission and a list of the required documentation per activity type are included on the District website under Departments - Facilities- Rentals.

The Facility Coordinator can review the facility use requirements through the FS Direct calendar by going into the details of specific events. The information will be communicated to the individuals assigned to the event by the site, facility coordinator, or the supervisor.

B. Completion of Facility Use Agreement for Facility

1. Event Title
2. Location – Name of the Site for the event.
3. Rooms – Accessed via the binocular icon.
4. Event Dates – singular, multiple, or recurring schedules are available.
5. Event Times – Start time needs to reflect the time the organization will arrive at the location, and the end time must reflect the organizations' departure time from the location.
6. School Employee – yes or no.
7. Organization and Contact Information. If this is an individual be sure to list any business name under which the individual is doing business. The name provided must match with the “insured” name on the 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. Required Maintenance Services: Custodial must be checked on all requests for notification to the site facility coordinator of an upcoming event. All other requested requirements will need to be checked and a descriptor placed in the information box.
10. Rental Classification: Classification will auto-populate based on submitted information. If a facility user is claiming non-profit status, a copy of the non-profit documentation, the I.R.S. Letter of Non-Profit Standing, must be provided as part of the organizations profile.
11. Dates/Times of Facility Use: Exact dates and times of use must be recorded for scheduling and billing purposes.
12. Personnel Requested: Record number, type of personnel, and total hours requested.
13. Equipment Requested: Insert the number and descriptions of equipment.
14. Once a facility use request is fully authorized and activated, the facility user will be required to pay the invoiced amount prior to the use of the facility. Additional fees, if any, will be billed after use. For longer term periods, periodic payments advance payments may be required in accordance with Section III. D., Payment of Fees.
15. Facility user indicates agreement with the District's Terms and Conditions by electronic signature on each submitted request.
16. Designated site approvers indicate approval of requested use electronically.
17. Facility Coordinator receives notification of an event once the request is fully authorized and activated by the CFO.
18. Director of Nutritional Services and Wellness will have the facility request routed to their attention should the services of that department be required for an event.
19. CFO: When the initial District level review approvals are complete, the CFO will authorize and activate the facility use request. An invoice will be sent to the requestor after CFO activation.

*District→ Principal or Athletic Director's Assistant→ Principal or Athletic Director→
District →CFO*

- C. Insurance Certificate of User: Any group, organization or individual facility user 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 Facility Use Agreement 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 Facility Use Agreement. Any vendors requested to participate during a Facility Use Agreement must also provide the required insurance certificate as stated above.

Required by: 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 will be initiated by the requestor through the online registration available through the link on the website, under Building Services. A calendar is available for checking availability per site. If the facilities are available, the request will first route through the Building Services Department for verification of fees, certificates of insurance, IRS Letter of Standing verifying non-profit 501-C-3 status, concussion certificates for athletic users, Signed Track and Field Guidelines for stadium use, and scheduling of facility request requirements (personnel, HVAC, lighting, or equipment). The facility use requestor will electronically sign the rental Facility Use Agreement.

Once all pertinent information has been provided, fee schedule completed, and Facility Use Agreement requirements scheduled, the information will be forwarded to the appropriate site staff (principal, assistant principal, administrative support staff) for site approval.

After obtaining all required electronic signatures of approval, the requester will receive a notice of active status and an invoice.

The facility request process should be completed no less than ten (10) working days prior to the facility use to allow time to sufficiently route through all approvers. All required documents must be submitted for the approval process to begin.

The requester shall be informed of the total amount due on the Facility Use Agreement and that it must be paid prior to the scheduled use of facilities.

Leases: If a facility user seeks an exclusive use of school property or seeks use for more than thirty (30) consecutive days, please contact the District's CFO for leasing information.

III. FACILITY USER CLASSIFICATIONS AND FEE SCHEDULES

- A. Classification of Rental Users: The facility user of a District school or facility shall be subject to a rental fee depending on the classification of the facility user. 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 users are school-related, student-centered groups that exist for the sole purpose of contributing to the success of our Scottsdale Unified School District (SUSD) students. Parent Teach Organizations, Booster groups, and school sanctioned non-AIA athletic teams are included in this classification.

A Class I facility user is exempt from paying an hourly rental rate and any substantial direct expenses, such as custodial cleaning, opening & closing of facilities, security, and utilities, if the event is held during normal hours of operation during the school year, Monday through Friday 4 – 8pm at the elementary and middle schools and 3:00 pm to 9:45pm at high schools. Any event extending beyond or held outside of normal hours of operation, which includes weekends and any time during District breaks, are subject to all direct expenses, such as open and close and custodial cleaning (two (2) hour minimum).

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/APT/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 such as Bingo, Silent Auction, raffle, etc.
2. 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.

3. Groups or District departments providing 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.
4. Roster verification of student participation will be required.

CLASS II:

This category of user is for all non-profit organizations. Class II facility users that are non-profit organizations as specified by law (must provide IRS 501(c)(3) Letter of Non-Profit Standing) and involve SUSD students. This category would include, but not be limited to, AIA, AMEA, ABODA, Boy Scouts, Girl Scouts, and all youth athletic/development programs.

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 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, Facility Use Agreement must be renewed every six (6) months, with a maximum of four (4) renewals. Executing a new Facility Use Agreement 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 III:

This category of facility user is for Universities, Community Colleges, Public/ Charter Schools, groups, and organizations that, for the most part, do not involve SUSD students, and/or will not likely perform educational functions for SUSD students.

CLASS IV:

This category of facility user is for all commercial, profit making 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 facility user as part of the Facility Use Agreement in accordance with the attached schedule. These fees will apply to facility users 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 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 Facility Fund, and not directly by the facility user. Before being paid, all District staff must have an Electronic Personnel Action Report (EPAR) in place.

Before school, after school and weekend facility use staff must be assigned in connection with the Facility Use Agreement. 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, grounds keeper, or other maintenance personnel must be assigned to each facility use Facility Use Agreement at all times that a regularly scheduled building custodian is not on duty. This includes weekends, holidays, and hours outside of the normal work 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 facility use, custodial/maintenance staffing may be added to the Facility Use Agreement. This would normally occur when a facility 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 facility use times scheduled may be added to allow for cleanup after the facility user leaves. During the summer, requestors may incur Facility Use Agreement contracted cleaner charges instead of, or in addition to, the District custodial charge.

When custodial/maintenance personnel are required in connection with a Facility Use Agreement, 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 facility user needs for authorized equipment and as a contact for emergency needs. The cleaning of the facilities, separate and apart from normal cleaning post-event, may occur during a scheduled use as needed or requested by the user group.

Custodians shall be provided through the building Facility Coordinator who will coordinate required staff and hours with the Supervisor of Custodial Services. Hours worked are tracked through the time clock system. Final invoices will be adjusted to reflect actual hours worked. All facility use out of normal operating hours will require custodial staff. This charge ensures that the facilities are prepared for the next day of school.

2. Modifying a Request: If you are needing to modify an already approved

request, you must first CANCEL the original Facility Use Agreement, and then submit a NEW REQUEST with the required changes. Requests must be submitted online a minimum of ten (10) days prior to the date of your event.

3. Food Services Staff: For any rental Facility Use Agreement 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 review and electronically sign the facility request.
4. 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. The Fine Arts Coordinator, while not an approver, is included in electronic notification of auditorium use to assist with scheduling technicians and student workers, if needed.
5. Security/Safety Staff: Security staff may be required at any time the Director of Security, or their designee, determines that a Facility Use Agreement warrants crowd control or other security measures. If District security is required, the cost shall be included on the rental Facility Use Agreement. If District Off – Duty police officers are part of the Facility Use Agreement, they are paid directly by the facility user.

It is required that, for any event over 150 people, a District security person(s) be assigned and charged for, in the Facility Use Agreement. The Director of Security, or his designee, shall review and approve all emergency plans for rental events.

6. Grounds Staff - Tournament events using athletic facilities will require custodian/grounds keepers. The new high school track and the stadium facilities require expert maintenance to maintain the warranties and the high-quality facility standard for our students. Baseball fields will require grounds staff to be present to maintain the field during the facility use. Field prep charges will apply to ready the field(s) for the facility use and will be included in the Facility Use Agreement.
7. Other Personnel Fees: Should a building principal or facility manager require other staffing in connection with the approval of a Facility Use Agreement for which a fee is not provided on the following schedule, please contact the Facilities & Operations office.
8. 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.). The costs of student workers will be charged to any auditorium facility request.

The District will process these payments through Payroll; therefore, each student would complete an application, W-4, I-9, and have a parental permission form completed. These forms would be sent to Human Resources and an EPAR would be generated enabling Payroll to pay the student.

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

- C. Fees for Use of Special Equipment: When the use of District facilities includes a request by the FACILITY USER to use special equipment, a separate equipment use will be added to the facility use request.
- D. Payments of Fees: When submitting an extended time facility request, the requestor 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 electronically to the email indicated on the organization profile. Should payments not be made within times required, the facility user 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. 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 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, at sfro@scottsdaleaz.gov for the following fields: Cochise, Cocopah, Copper Ridge, Desert Canyon (both), Cholla, Kiva, Laguna, Mohave, Navajo, Pima, Pueblo, Sequoya, Tonalea, and Yavapai.
- F. Employees of the District: Employees of the District will not be allowed to rent facilities, except if the employee (1) secure Community Education's permission, (2) is not running a program in competition with existing school programs, (3) has his/her own 3rd party company, (4) is not tutoring his/her own students, and (5) pays the full rental price. (6) in partnership with his/her SUSD parent group with a 501-C-3. In this case, facility rental

fees are waived; however, personnel fees are not waived, and security is at the discretion of the principal/program leader. Employees must work through Community Education to offer any out of school day classes such as enrichment, tutoring, etc.

- G. Sports Camps: There are no high school, 9th through 12th grade, sports camps during the school year due to AIA year-round coaching allowances. High school sports camps in grades 9th – 12th can be run through Community Education in the summer months. SUSD run sports camps for students in Kindergarten through 8th grade can be conducted through Community Education all year long and are not rental Facility Use Agreements.

IV. USE OF ATHLETIC FIELDS/OUTSIDE FACILITIES

- A. General Conditions: The outdoor basketball and volleyball courts cannot be reserved by outside user groups.

However, Facility Use Agreements may be issued to city recreation and little league groups for organized activities during specific recreation seasons. Separate Intergovernmental Agreements (L.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 L.G.A. agreements are scheduled by the City and are subject to City regulations, procedures, and fee schedules. In addition, annual Facility Use Agreements 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 involve SUSD students.

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 Facility Use Agreement must be written, and the fee schedules for such Facility Use Agreements 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 Facility Use Agreement 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 facility requestor shall maintain playing fields and related facilities during the period of their use. The facility user 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, and grounds lead, as to whether damages or maintenance was not completed by the facility user. The Track and Field Guidelines, signed by each facility user of the area, will be the standard for assessing the condition of the facility use. The cost to restore such facility shall be performed by the District and billed to the facility user.
2. Banners must be approved and face toward the playing field. Banners must be removed within 5 days of the end date of the facility's use.
3. Banners for sports leagues require approval by the CFO and principal of the site. Without both approvals, the banners may not be hung at the requested site. Must be removed within 5 days of the facility use end date.
4. Five (5) days prior notice must be given to the Grounds Lead for installation of temporary fences, tents, or other items that require staking to properly mark sprinkler valves, heads, and hose locations. This will assist in avoiding damage to the sprinkler system.
5. Facility use for the high school artificial turf fields require the requestor to sign the Track and Field Guidelines.
6. Mandatory requirements for baseball and softball fields:
 - Must have home plate and the pitcher's mound raked flat
 - Bases removed and areas raked flat
 - Dugouts swept and garbage removed from can liners
 - New can liners installed
 - Cups and other garbage removed from the fields
7. No sunflower seeds left in any areas. The facility user shall supervise both its own persons and all other persons in attendance and provide adequate adult leadership for children and adults in the areas used, as well as parking

lots and immediately surrounding areas. The facility user shall monitor participants and attendees during the usage periods, and all areas shall be fully cleaned through the facility use Facility Use Agreement by District personnel paid to perform the function.

8. Preparation of fields for facility requests shall not interfere in any way with the school program at the site. No modification will be made to the school premises without the approval of the Governing Board. Any approved permanent modifications shall become the property of the District. Any modification required, and District approved, through the facility request will be performed by the appropriate District staff at the associated personnel rate.
9. The facility user shall have no authority or jurisdiction over District property, or improvements, except to police these premises during the time of use.
10. 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.
11. Only authorized adults shall be allowed in press boxes or on photography platforms, and their names shall be listed on the Facility Use Agreement 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.
12. 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.
13. The District reserves the right to re-schedule any or all scheduled facility use. If re-scheduling is required, the District shall provide a notice to the requestor via phone call, email, or in writing at least one week in advance.
14. The District reserves the right to terminate, not renew, or refuse a Facility Use Agreement upon notice if the facility user has violated any of the terms and conditions contained herein or has in any way abused the privilege granted in using school facilities.
15. All other rules and regulations of the District pertaining to rental Facility Use Agreements for the use of school facilities as set forth in the Rules, Regulations and Fees for Rental of School Property shall apply to a Facility Use Agreement for outside facilities and are binding on the facility user.

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. An electronic Facility Use Agreement for the facility use must have the other required documentation per facility use type, a certificate of insurance and the payment of required fees must be completed and approved by the CFO before facilities may be used. A copy of the Facility Rental Policy Manual and Fee Schedule, available online, shall be considered to be a part of this Facility Use Agreement.
3. An electronic facility request must be submitted a minimum of four (4) working days prior to the proposed use.
4. All amounts due under this Facility Use Agreement 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 Facility Use Agreement by notifying facility user by telephone, letter, or email to the address given in the organization profile 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 Facility Use Agreement is not in the best interest of the District.
6. The facility user agrees to indemnify and save harmless the District from any claims or loss.
7. A.R.S. § 15-1105 requires the facility user 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 facility user 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 facility 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 Facility Use Agreement may be terminated immediately by the District if the facility user fails to comply with these provisions.

2. All District personnel used by a facility user will be charged through this Facility Use Agreement to the facility user in accordance with District fee schedules and must be paid through District payroll.
3. All activities must be under competent adult supervision supplied by facility user. The principal or other facility manager shall have authority over facility users' activities, and facility user 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 personal property of the facility user must be removed from the premises immediately upon completion of Facility Use Agreement term unless previous arrangements have been made, and the District shall not be responsible for the personal property of the facility user 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 within the facility use request.
7. As a condition of your Facility Use Agreement with SUSD, the facility user must provide the following notice in writing to all employees and participants involved in any program the facility user 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 Facility Use Agreement for use of school facilities, the following additional terms and conditions shall apply:
 1. Sub-Facility Use Agreement -The facility user shall not assign or sub a Facility Use Agreement any facility, or area therein, nor any rights under a Facility Use Agreement to another party. Any party other than the FACILITY USER must execute a separate Facility Use Agreement with the District.
 2. Alteration of Premises -The facility user shall take the premises in the condition in which they exist. Should any facility user remove or change the location of any equipment, such changes shall be made at their expense and facility user shall return such equipment back to the condition and location in which it was originally found. The facility user shall make no changes or alterations without prior written approval of the building Principal. This includes athletic equipment such as soccer goals, pitching screens, etc. Soccer goals must be in locked position during use or stored.
 3. Decorations - No decorative or other materials shall be attached to any part of the rental facilities 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. Prohibited Items - 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 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 Facility Use Agreement - Loss of Facilities - In case of fire, casualty or other unforeseen occurrence which render the District unable to provide Facility Use Agreement facilities, said Facility Use Agreement shall be immediately terminated, and District shall not be liable for any claims or damages resulting therefrom. The facility user shall be liable only for payments during the time the 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 Facility Use Agreement after the two (2) year term is subject to District review. A renewal after the six (6) months is the responsibility of the Facility Use Agreement 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 facility users. (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 - The facility user 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 facility user may result in cancellation of a Facility Use Agreement 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 facility user 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.nfhsleam.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 facility users only.

12. Athletic and Enrichment Courses, and Camps 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 fifteen (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 provide a Concussion Course certificate(s) prior to program operation.
 - d. All marketing material may be distributed with written approval by the Community Education Department and District's legal counsel.
 - e. Vendors must observe and comply with District standards of use, supervision, and conduct.
 - f. Vendors must comply with all Arizona Interscholastic Association regulations, if applicable.
 - g. Vendors must observe and comply with all city, state, and federal regulations.
 - h. The District reserves the right to cancel the vendor program at any time.

Fee Schedules

Personnel Fees are Per Hour	Charge
Custodian (15 minutes prior to start, up to one hour post event)	\$31.00
Grounds	\$31.00
Security (15 minutes prior until attendees have exited)	\$27.00
PA System (Includes Operator)	\$30.00
Overhead/Movie/LCD Projectors	\$30.00
Electronic Scoreboard – Operator	\$25.00
Certified Tech (HS)	\$30.00
Student Workers	\$15.00
Food Service Personnel	\$35.00
IT Tech – Livestreaming Events	\$35.00
Grounds – Baseball/Softball Fields	\$60.00 Chalk Only
Grounds – Baseball/Softball Fields	\$100.00 Painted
Miscellaneous Fees:	
Application Fee	\$10.00 for all Class II, III and IV Renters
Cancellation & Penalty Fee	See below
Change Processing Fee	Subject to \$10.00 per occurrence after 2 occurrences
Late Fee	Subject to \$25.00 per occurrence

Application Fee

An application fee of \$10.00 will be invoiced for each Facility Use Agreement for all Class II, III, and IV requesters.

Cancellation

If cancellation is completed 6 days prior to the time of the event, the facility, utility, and custodial charges will be waived. **If such cancellation is not given, the User Group will be held responsible for all charges.**

*****For the health and safety of those who use our fields, rental of District spaces for animal use is prohibited. Service dogs are acceptable**

Restroom (Stocking Consumables: Paper Towels, Toilet Paper, Soap)				
Classification	Class I	Class II	Class III	Class IV
Restrooms (set) Participation up to 250	No Charge	\$20.00	\$20.00	\$20.00
Restrooms (set) Participation 251-500	No Charge	\$35.00	\$35.00	\$35.00
Restrooms (set) Participation 500- 1000	No Charge	\$50.00	\$50.00	\$50.00