



Laveen
SCHOOL DISTRICT

FACILITY RENTAL

MANUAL

&

FEE SCHEDULE

Effective July 1, 2017 – June 30, 2018



**FACILITY RENTAL MANUAL
&
FEE SCHEDULE
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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, but subject to specific rules and conditions.

This handbook represents the requirements of both Arizona law and the Governing Board of the Laveen Elementary School District 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.

Governing Board Policy specifically reads:

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

Except for activities that result in personal or corporate gain, the authorized representative of the Board may approve the use of school facilities by non-school organizations. Charges shall be made according to the schedule of fees developed by the Superintendent and approved by the Board. Proof of liability insurance shall be required for the use or lease of school property pursuant to A.R.S. §15-1105. 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.” (K-1650)

When, in the opinion of the Director of Support Services, the benefit from the requested use of school facilities to the community or the District is questioned, the Director of Support Services 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, PTO, etc.) must complete a Contract for Rental of School Property (“Contract”), provide an Insurance Certificate, and pay use fees 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 ensure that renters comply with the terms and conditions set forth in Section VI. For the contracted rental of school buses, the Transportation Coordinator shall be responsible for these requirements.

The Governing Board has designated the Director of Support Services as the District agent to sign contracts to ensure their compliance with Arizona law and the terms of this handbook

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 Support Services office at (602) 237-9100, ext. 3026.

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.

Nothing shall be sold, given, exhibited or displayed for sale without prior permission from a school administrator.

The contract is initiated by the proposed user as a “requisition” to use rooms, facilities, 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 Support Services Office for execution at least ten (10) work days prior to the use of facilities.

For appropriate scheduling at the building, the Maintenance Supervisor should sign the contract as evidence the Supervisor is aware of the scheduled event, and will handle any arrangements called for in the contract. If the facility use includes the kitchen, the Child Nutrition Coordinator must review and sign the Contract prior to it being submitted to the Support Services Office.

Copies will be distributed as shown at the bottom of the contract, after the Director of Support Services has executed it on behalf of the District.

Specific line instructions are enclosed on the following pages. A sample completed contract is included for reference at the back of this handbook.

- 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 District facility.
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. Laveen Elementary School District and its Governing Board, employees and agents 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 numbers, 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. Maintenance Supervisor: Secure signature and date from Maintenance Supervisor.
22. Child Nutrition Coordinator: Secure signature and date, if applicable, from the Child Nutrition Coordinator.
23. Director of Support Services: When all charges are verified and information on Contract is completed, the Director of Support Services will sign and date Contract. Payment must be made in advance and accompany the submitted contract. Contract will be processed as follows:

Site Office→ Principal→ Maintenance Supervisor→ Child Nutrition Coordinator (if applicable)→ Principal→Business Secretary→Director of Support Services→ Contract Distributed

- C. Insurance Certificate of User: Any group, organization, or individual renter that is not itself a District program (student club, athletic team, PTO, etc.) must provide a Certificate of Insurance that names the Laveen Elementary School District as an "additional insured" when contracting for the use of District facilities. 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 Certificate of Insurance is included for reference at the back of this handbook.

- 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 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 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 issuance of keys to facilities is to be discouraged. However, if no alternative is suitable, it shall be the Support Services Director or Principal's responsibility to issue and retrieve facility keys according to the District key-control procedures.

The contract and Certificate of Insurance must then be forwarded to the Support Services office at least ten (10) work days prior to the facility use, then submitted for the review and approval of the Director of Support Services who must sign the contract on behalf of the District. The Support

Services 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 Payment of Fees.

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 fund-raising clinics, tournaments, and camps.
2. Volunteer groups conducting activities for District school-age children would include youth sports groups, 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 a majority of the participants are District staff.

CLASS II:

This category of user is for Arizona public schools, community colleges, and universities. Non-profit charter, private non-profit schools and colleges are subject to fees as Class III, non-profit organizations. Profit making schools are subject to fees as Class IV 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 majority of students attending are Laveen Elementary

School District employees, this would be considered a reciprocal agreement and they would be subject to Class I. item 4 rates.

Class II also includes any Class I organization promoting a bond issue, campaigning for a specific ballot question or candidate for election, or holding a fund-raising clinic, tournament, or camp in conjunction with an outside vendor.

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 proof of non-profit status. 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., adult sports leagues, non-local 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 or before or after school daycare services.
4. Community organizations such as The Laveen Community Council, Rotary, Lions, Thunderbirds, Kiwanis, Jaycees, etc. When performing services or conducting functions that directly benefit the school district, these groups are treated as Class I. These organizations that participated in and contributed to the renovation of Building A at Laveen Elementary School are treated as Class I for the use of Building A.
5. Units of Federal, State, and local government, when their use of the facility is not community or official business (i.e., fund raisers, 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 primarily 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, private parties 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 and to comply with Federal FLSA laws. These wages may not be paid directly by the renter.

As described below, in some circumstances, staff must be assigned in connection with the rental; in other cases, the building principal or Director of Support Services 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. This requirement may be waived by the Director of Support Services.

At any time that the building principal or Director of Support Services 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.

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 Maintenance Supervisor who will coordinate required staff and hours with the principal.

2. Food Services Staff: A food service worker must be assigned and a personnel fee charged with any rental contract that includes the use of kitchen equipment other than sinks and counters. Food Service workers shall be provided by contacting the Child Nutrition Coordinator. Hours required include time to clean kitchen facilities after rental use. The Child Nutrition Coordinator must sign the rental contract.
3. Security/Safety Staff: Security officers might be required at any time the building principal determines that a rental event warrants crowd control or other security measures. If security staff (off-duty police, etc.) is required, the number of officers, the provider (Phoenix Police, Maricopa County Sheriff, etc.), and hours of service shall be noted in the 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. Other Personnel Fees: Should a building principal 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 Support Services Office.
- 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: In general, payment is due at the time the facility use Contract is approved. Rental fees for facility use exceeding thirty (30) calendar days may be invoiced monthly when approved by the Executive Director of Business and Operations in advance of approval of the Contract. In such circumstances, the rental for each 30-day period must be paid in advance.

If a Contract is submitted from a school to the Business Office less than 14 days prior to the first scheduled day of facility use:

- a. **Renter must also include check for “Total Amount Due” if scheduled days are completed within 30 calendar days.**
- b. **Renter must include check “for amount equal to” all fees due within first 30 days if Contract duration extends beyond 30 calendar days.**

Should payments not be made within times required, the building principal may be asked to contact a renter to notify them that facility use may not continue without advance payments.

Advanced payment is required at the time the contract is approved for all new renters, a single rental contract, or for renters who have back payments due to the District. At all times, payment must be made within 30 days of the contract being approved

All checks must be made payable to the “Laveen Elementary 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 personnel or utility surcharge fees) may be offset to the extent of the measurable value received.

Any agreement to offset rental fees must be approved by the Director of Support Services 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 Laveen students or in-kind gifts or payments provided directly in connection with the use of the facilities.

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. Uncompensated Use: The Superintendent may permit the uncompensated use of facilities and property by any school related group, including student political organizations, or by any organization whose membership is open to the public and whose activities promote the educational function of the District. “Education function” means uses that are directly related to the educational mission of the District as adopted by the Board and includes the educational mission related uses of parent-teacher organizations, youth organizations and school employee organizations. Use of facilities or property by organizations indicated above that will require a substantial District cost for utilities, services, supplies and /or personnel may be permitted only if goods contributed, services rendered or payments are made to reimburse these costs to the District. The mission of the District is found in section A of the Laveen School District policy manual. The mission statement and the group’s or organization’s promotion of the educational function through the activity, as interpreted by the Superintendent in good faith, will be the basis upon which uncompensated use of District facilities and property shall be approved or denied.

IV. USE OF ATHLETIC FIELDS/OUTSIDE FACILITIES

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

However, contracts may be issued to city recreation and youth sports groups for organized activities during specific recreation seasons. Separate Intergovernmental Agreements (I.G.A.'s) may be in force with local municipalities for the scheduled use of certain lighted ball fields during specified hours. When present, I.G.A. agreements take precedent over other non-district use of facilities. 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 be waived for community organizations and youth sports leagues for the use of School District fields and concession stands. 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.

The flat-rate fee for such use is \$500.00 for each three (3) 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 judgment of the building principal and/or the Director of Support Services 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.
11. All utility costs related to the operation of Field Lighting and the Snack Bar at Laveen Elementary School will be charged to the renter/user, regardless of the Rental Classification of the user.
12. The District does not plant winter grass. Generally, irrigating fields is yearly from March-October.

V. USE OF TRANSPORTATION FACILITIES (BUSES)

Laveen Elementary School District buses are available with a driver for rental services. For current rate and scheduling information, please call the transportation department at (602) 237-9100, ext. 3019

VI. TERMS AND CONDITIONS FOR RENTAL OF DISTRICT FACILITIES

A. General Terms:

1. 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 Director of Support Services before facilities may be used. In addition to the terms and conditions set forth here, a renter shall be provided a copy of the Rules, Regulations and Fees for Rental of School Property (“Rules”), which shall be considered to be a part of this Contract. All rentals of school facilities are governed under Arizona Statute §15-1105.

2. 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.
3. All amounts due under this contract must be paid in advance for facility usage within the first thirty (30) calendar days. Amounts due after thirty (30) days will be billed and must be paid prior to use for each of the following thirty (30) day periods.
4. 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.
5. The renter agrees to indemnify and save harmless the District from any claims or loss.
6. 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 Laveen Elementary School District named as “additional insured” on the policy. A Certificate of Insurance is required as evidence of this coverage.
7. 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.

B. Rental Terms:

1. Any renter/user using Laveen Elementary 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 Child Nutrition Coordinator.

6. Kitchen facilities shall not be used aside from sinks and counters, unless approved by the Child Nutrition Coordinator, and appropriate personnel provided.

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 applicable fire preventive agency.
4. No fireworks or explosives shall be used on school district premises.
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 the District shall not be liable for any claims or damages resulting there from. 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: District employees utilizing school district facilities for personal use are subject to the same fees, terms, and conditions as any other non-district user. 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.

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.
 - a. *The lessee of school facilities must affirm knowledge of and enforce the requirements and restrictions set out in Chapter 28.1 of A.R.S. Title 36 related to Medical Marijuana.*
 - b. *The lessee of school facilities to be used for athletic activities must confirm knowledge of and compliance with the requirements and restrictions for such use set out in Board Policy JJIB.*
10. If activity involves serving food you are required to follow Arizona revised statutes and County health regulations. See Appendix B.

**APPENDIX A
FEE SCHEDULES
EFFECTIVE JULY 1, 2017**

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	\$ 24.00
Classroom	9.00	12.00	18.00
Music/Band/Strings	12.00	16.00	24.00
Art	12.00	16.00	24.00
Multi-Purpose Room (Cafeteria-No Kitchen)	46.00	62.00	93.00
Kitchen	15.00	20.00	30.00
Media Center	30.00	40.00	60.00
Computer Lab	18.00	25.00	38.00
Other Special Classroom	12.00	16.00	24.00
Sports Field (per field)	15.00	20.00	30.00
Building A with stage	20.00	27.00*	40.00
Building A without stage	14.00	19.00*	29.00
Science Lab	15.00	20.00	30.00
Gymnasium	57.00	77.00	116.00
Sports Field (per field)	15.00	20.00	30.00
Laveen Education Center – Board Room (Full Room)	39.00	52.00	78.00
Laveen Education Center – Small Conference Room	9.00	12.00	18.00
Single Restroom (Regular Time Rate)	14.00	14.00	14.00
Single Restroom (Overtime Rate)	18.00	18.00	18.00
Group Restroom (Regular Time Rate)	32.00	32.00	32.00
Group Restroom (Overtime Rate)	40.00	40.00	40.00
TSP Performing Arts Theater (Must include on site personnel) see #1 below.	25.00	34.00	50.00

* Community organizations that contributed to the renovation of historic Building A at Laveen School are treated as Class I for use of Building A.

All non-profit youth sports organizations directly serving L.E.S.D. students will be exempt from this fee.

NOTES:

1. Use of auditoriums, media centers, computer rooms, weight rooms, gymnasiums, stadiums, TSP Performing Arts Theater or kitchens will require personnel fees for the assignment of District operating staff.
2. Equipment rates in addition to room rental apply to use of art room, home economics, weight rooms, and computer labs.
3. 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 150% of the Class III rate.
4. A utility surcharge will be added for any facility rental occurring outside normally scheduled run times for air conditioning and lighting.

Hourly Fee Schedule – Personnel

<u>Personnel Type</u>	<u>Regular Time Rate</u>	<u>Overtime Rate</u>
Custodian/Maintenance – Elementary/Middle	24.00	32.00
Kitchen Manager	24.00	32.00
IT Personnel	25.00	34.00
Food Service Worker	20.00	25.00
Certificated Staff (teacher)	25.00	25.00

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 three (3) hours.
4. All hours for personnel fees to be computed to the closest half hour.
5. Other personnel not listed on this table will be charged at their current rate plus benefits percentage.

Hourly Fee Schedule - Equipment

<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
Studio Piano	8.00
Tables and/or Chairs (per 100)	15.00

LAVEEN ELEMENTARY SCHOOL DISTRICT

ENERGY SURCHARGE SPREADSHEET

Fiscal Year 2017-2018

Estimated Energy Cost for 1 Hour/Each Classroom

HVAC SYSTEM TYPE PACKAGE UNITS

Site		Regular Class Rm/Hour	Two Hr Start-up & Shutdown	Cafeteria/TSP Performing Arts Theater/Hour	Two Hr Start-up & Shutdown	Gym/Hour	Two Hr Start-up & Shutdown
Vista Del Sur Trad. School	winter	1.09	2.18	3.43	6.86	7.76	15.52
	summer	1.40	2.80	5.43	10.86	11.91	23.82
Laveen ES	Winter	1.09	2.18	3.43	6.86	7.76	15.52
	Summer	1.40	2.80	5.43	10.86	11.91	23.82
MC Cash ES	Winter	1.09	2.18	3.43	6.86	7.76	15.52
	Summer	1.40	2.80	5.43	10.86	11.91	23.82
Cheatham ES	Winter	1.09	2.18	3.43	6.86	7.76	15.52
	Summer	1.40	2.80	5.43	10.86	11.91	23.82
TSP	Winter	1.09	2.18	3.43	6.86	7.76	15.52
	Summer	1.40	2.80	5.43	10.86	11.91	23.82
Desert Meadows							
	Winter	1.09	2.18	3.43	6.86	7.76	15.52
	Summer	1.40	2.80	5.43	10.86	11.91	23.82
Rogers Ranch							
	Winter	1.09	2.18	3.43	6.86	7.76	15.52
	Summer	1.40	2.80	5.43	10.86	11.91	23.82
Laveen Education Center							
	Winter	3.88	7.76				
	Summer	5.96	11.91				

Ball Field Lights 15.00 per hour (must be turned off by 10:00 pm)

**Note: Surcharge Seasons are: Winter (Heating) - October 1 through March 30;
Summer (Cooling) April 1 through September 30.**

Appendix B

CONCESSION PERMIT REQUIREMENTS

Please note these requirements are subject to change and are in no way limited to the requirements listed below

No Permit -

- You are serving ONLY prepackaged food that is prepackaged by the manufacturer and the packaging stays intact.
- ALL prepackaged food must NOT be potentially hazardous, meaning it cannot use time and temperature as a control.
For example:
 - Burritos that are prepackage are potentially hazardous as they need refrigeration to remain safe and then heated for service. A permit WOULD be needed.
 - Cans of soda are shelf stable, even if you choose to keep them cold. A permit would NOT be needed.
 - Hot Chocolate packets that are mixed with hot water require heating of the water and therefore be potentially hazardous. A permit WOULD be needed. Please note, the lack of a permit would require the concession stand worker to hand the hot choc packet separate from the cup of water for the customer to mix.
 - Anything you microwave WOULD need a permit.
 - Anything intended to be held warm or hot WOULD need a permit.
 - Ice cream is kept frozen for not only quality, but for food safety as well. A permit WOULD be needed.
 - Chips, prepackaged bakery items, candy and canned sodas would NOT need a permit.
 - Cookies baked on site (such as Otis Spunkmeyer in the ovens they provide) WOULD need a permit as it is prepared on site.
- Hand washing sinks are to be available in all concession areas.

Eating and Drinking Permit, Class 2 –

- Requires a hand washing sink.
- Requires a Serve Safe Certified Manager to be available to the organization.
- Food Handlers cards are required.
- This permit is required if you serve prepackaged items that are potentially hazardous. For Example:
 - A prepackaged burrito that is microwaved and then served to the customer.
 - Individual pizza that comes delivered in an individual box.
 - Prepackaged hot dog...remember the definition of prepackaged is that is prepackaged by the manufacturer, or caterer.
 - Ice Cream Bars
 - Cream Cheese packets
 - Individual containers of prepackaged Nacho Cheese
 - String Cheese
 - Milk products/Protein products
 - Deli Sandwiches/Subs
 - Salads

Eating and Drinking Permit, Class 3 –

- Requires a hand washing sink.
- Requires a 3 compartment ware washing sink to be in the concession stand.
- Requires a Serve Safe Certified Manager to be available to the organization.
- Food Handlers cards are required.
- This permit type is needed if you serve ANY (even one) non prepackaged item(s) that is potentially hazardous and needs time and temperature as a control. Non prepackaged items typically require some food handling and prep.
- For example:
 - Pizza that comes as a whole pizza and is served with tongs, or placed individual bags or paper sheets by the concession staff.
 - Foods from warming crock pots.
 - Hot dogs or hamburgers prepared on site.
 - Nachos where cheese is pumped from a dispenser.
 - Ice Cream scooped from a container.
 - Hot chocolate that the concession staff mixes.

It should also be noted that any contracted vendor of potentially hazardous foods that comes on campus to sell their product, or sells you product to resell, MUST have a catering food service permit from the Maricopa County Health Dept. For example, a pizza vendor brings on their pizza wagon, or sells you product to resell, MUST have a catering food permit. It is the Booster Club who contracted the vendor's responsibility to obtain copies of those permits and retain them on file. Keep these in your concession stand as the Health Dept. will ask to see them at the time of inspection.

If you are required to have food handler's cards and/or a Serve Safe Certified Manager, post copies of all current cards in the concession stand as you will need to show those at the time of inspection. Permits are required to be renewed annually. All fees must be paid by the expiration date printed on the permit. Should payment not be made, a cease and desist order will be issued by the Health Dept. All payments are to be made by the booster clubs as the District does not cover the cost of permitting concession stands. Booster clubs may NOT utilize the Serve Safe credentials of the food service staff to satisfy the Serve Safe requirement, nor may they operate under the umbrella of any SUSD Nutrition Services food permit.

For specific questions, or to inquire about current and future permits, please contact:

Maricopa County Environmental Services Department:

602-506-6824 or

<http://maricopa.gov/EnvSvc/>

To:

- Obtain Food Handler's Card
- Food Service Permit
- Variance for food service during an event
- General food service questions

General questions and guidance, please contact Nutrition Services:

Jennifer Gordon

Director, Nutrition Services

Office: 602-237-9100 ext. 3044

Fax: 602-237-9135

Email: jgordon@laveeneld.org

I, the undersigned "Renters Designee", have read the terms and conditions contained in the LESD Facility Rental Policy Manual pertaining to the use of the Laveen Elementary School District Property and understand that they are a part of this contract and agree to abide by them. I affirm I have knowledge of and enforce the requirements and restrictions set out in Chapter 28.1 of A.R.S. Title 36 related to Medical Marijuana. If the facility is to be used for athletic activities, I confirm knowledge of and compliance with the requirements for such use set out in Board Policy JJIB. I also understand that this contract is not approved until signed by the Director of Support Services or his designee, and may be revoked at any time.

Renter's Initials

Signed: _____ Renter's Designee	Date: _____	Signed: _____ Main. Supervisor (if applicable)	Date: _____
Signed: _____ Principal or Designee	Date: _____	Signed: _____ Child Nutrition Co-Ord. (if applicable)	Date: _____
Signed: _____ Director of Support Services	Date: _____		

Upon the full completion of the contract (including renter & principal signatures) and the review of the final terms and charges with the proposed user, the following MUST be attached for execution at least ten (10) work days prior to the use of the facilities to the Support Services Office.

- **A copy of the Certificate of Insurance**
(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 Laveen Elementary School District named as "additional insured" on the policy. A Certificate of Insurance is required as evidence of this coverage).
- **A check made payable to the "Laveen Elementary School District"**
In general, payment is due at the time the facility use Contract is approved. Rental fees for facility use exceeding thirty (30) calendar days may be invoiced monthly when approved by the Assistant Superintendent for Business Services in advance of approval of the Contract. In such circumstances, the rental for each 30-day period must be paid in advance.

If a contract is submitted from a school to the Business Office less than 14 days prior to the first scheduled day of facility use:

- a. Renter must also include check for "Total Amount Due" if scheduled days are completed within 30 calendar days.
- b. Renter must include check "for amount equal to" all fees due within first 30 days if contract duration extends beyond 30 calendar days.

The contract will then be submitted for review and approval by the Director of Support Services, who must sign the contract on behalf of the District. The Support Services office will then distribute a copy of the signed contract back to the school.

SHOULD PAYMENTS NOT BE MADE WITHIN TIMES REQUIRED, THE BUILDING PRINCIPAL MAY BE ASKED TO CONTACT A RENTER TO NOTIFY THEM THAT FACILITY USE MAY NOT CONTINUE WITHOUT ADVANCE PAYMENTS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No., Ext):	FAX (A/C, No.):
INSURED	E-MAIL ADDRESS:	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 16/17 GL REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD I WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		12/13/2016	12/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP-AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A V via describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Laveen Elementary District and its Governing Board, employees and agents are additionally insured during the use of the facilities and property.

CERTIFICATE HOLDER (602) 237-7419 Laveen Elementary School District #59 5001 W Dobbins Rd Laveen, AZ 85339	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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INS025 (01/14/11)

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