

**Xavier Charter School
District 462
9000 Series
Facilities**

Building Rental Policy

Policy Number: 9100

PURPOSE

To provide guidelines on appropriate use of the school building for school purposes and appropriate fees for groups interested in utilizing the building during available hours.

POLICY

Xavier Charter School (the “School”) building is owned by a private entity and leased to the School for a defined period of time. The Board of Directors (the “Board”) may, but is not required to, sub-lease the building to entities who wish to use the facilities during hours the school is not being utilized for educational purposes, provided such use does not violate any agreement, law or regulation by which the School is bound.

Use of School facilities for civic or other purposes shall not interfere with any School function or purpose.

In addition, the School’s principal (the “Principal”) or Board may, in their sole discretion, for any reason or no reason, deny use of the School Facilities. As such, this policy is not legally binding on the School to any extent.

TYPE OF USE

School-Sponsored Programs and Parent Faculty Association Activities

The School’s Parent Faculty Association and individual classes shall be granted free use of facilities for qualifying school-related activities so long as the activity does not disrupt the functions of the school. Qualifying activities may include: activities related to the educational curriculum, class performances, or school-wide fund raisers. These activities shall be approved by the Principal prior to notice of the event going out.

Events that require use of the kitchen or require use of personnel after hours to lock the building, including janitorial personnel or school personnel, may be charged a fee depending on the number of school personnel and the amount of time they are required.

Requirements for *Physical Activities*

The instructor must:

- Have Board's approval for the activity before the activity is formally announced.
- Have a permission slip signed by parent/guardian for all participants.
- Be responsible for all participants during the time of the activity. This includes immediately before the activity begins and after the activity ends. The instructor must remain at the School until all children have been picked up.
- Provide all necessary equipment.
- Structure all activities to ensure that safety requirements are met.
- Give all students an equal opportunity to participate in the activity.
- Advertise the event at the School and through the School's website with prior approval of the principal.

Depending on the activity, the instructor and any assistants that will be working with students unsupervised may:

- Be required to show proof of insurance.
- Be required to have a background check at the instructor/assistant's expense.

Requirements for *Non- Physical Activities*

The instructor will:

- Have Board's approval for the activity before the activity is formally announced.
- Be responsible for all participants during the time of the activity. This includes immediately before the activity begins and after the activity ends. The instructor must remain at the School until all children have been picked up.
- Provide all necessary equipment.
- Structure all activities to ensure that safety requirements are met.
- Give all students an equal opportunity to participate in the activity.
- Advertise the event at the School and through the School's website with prior approval of the principal.

Depending on the activity, the instructor and any assistants that will be working with students unsupervised may:

- Be required to show proof of insurance.
- Be required to have a background check at the instructor/assistant's expense.

The School will not charge a rental fee for the use of the School's building for School-Sponsored Activities, but the School may, consistent with the School's Fee Waiver Policy, charge a fee to cover the cost of using the School's supplies and materials.

Charitable and Non-Profit Use

Charitable and Nonprofit rates apply to community organizations such as service clubs, Boy Scouts, Girl Scouts, United Way, church organizations, cities and counties.

Generally a nonprofit organization will have a tax exempt IRS number.

The Principal may grant limited free use to public service organizations who perform strictly public services, such as civic groups, Boy Scouts and Girl Scouts, when custodial and other services are not required beyond the regularly scheduled duty and when:

- a. No additional school funds are used to subsidize these meetings, and
- b. Requests are for occasional use only

However, events that require use of the kitchen or require use of personnel after hours to lock the building, including janitorial personnel or school personnel, may be charged a fee depending on the number of school personnel and the amount of time they are required.

Other Uses

For other uses, the Principal may charge a building rental fee and a fee for janitorial or other personnel required in connection with the use.

Procedures

The Principal is directed to establish procedures to be used in connection with the implementation of this policy, including the establishment of a building rental schedule.

PROCEDURES

As applicable, the Principal will charge for the use of facilities as outlined in the Building Rental Fee Schedules.

Principal or designee shall complete a copy of the Building Use Agreement and obtain the signature of the lessee prior to the date of the rental.

Principal or designee, in consultation with persons requesting the rental, will determine personnel and the amount of time required for each rental.

Collection for rental is the responsibility of the Principal or designee and shall be made in advance.

All rental time shall be computed from the time of requested opening to closing of the doors. Persons lingering in the building shall be the responsibility of the lessee, and closing time shall be the time when all persons associated with the rental have left the building. The fee will be adjusted for any additional time the building is actually used and any additional personnel time required, such as for clean-up by custodial personnel.

Equipment, keys, and property shall not be loaned or removed from the building.

Facilities such as computer lab, media center, or kitchen (unless approved by the Principal and school personnel are present during the entire time of the function) shall not be rented.

Lessees may only have photocopies made using the School's copy machine if made by school personnel and the copy fee of \$.10 per page is paid.

The assigned supervisor is responsible for oversight of the building and facilities during the rental period. The building may not be left without such supervision while occupied.

In addition to the building supervision provided by the school, all rental groups must provide supervision to maintain order during the activity and prevent damage or loss of school property.

Principal or designee shall require the individual or entity renting a facility to provide a Certificate of Insurance for liability and property damage before the event and:

- The Certificate shall be for one million dollars (\$1,000,000) per occurrence, and the school shall be named as an additional insured.
- Nonprofit entities may request an exception for the Certificate from the Principal.

The lessee is subject to adherence to the standards of behavior of the school and Idaho State Law.

Violation of any of these standards is grounds for termination of the rental agreement and the immediate removal of those individuals associated with the rental. Violation may result in the forfeiting of all deposits, and additional charges may be assessed.

The principal or designee shall establish additional charges for school equipment (spot lights, VCR/DVD and televisions, microphones, etc.) and supplies used by the lessee.

Gymnasiums shall be rented only where adequate protection of the gym floor and participants is assured by the lessee.

Renters shall pay for any damage caused to the building or to any school equipment.

FEE SCHEDULE

See approved fee schedule.

Security Deposit

At the discretion of the Principal or designee, the lessee may be charged a refundable security deposit of up to \$500. The Principal or building supervisor shall determine the amount of the security deposit based on the size of the group, the location of the activity, and the type of activity involved. Security deposits shall be paid by the lessee in a separate check and deposited by the Principal or designee.

Following the rental period, the Principal or designee shall inspect the rental facility for damage or excess mess requiring extra cleanup time. Any such extra charges will be deducted from the security deposit and the remaining security deposit shall be refunded to the lessee in the form of a check to the lessee. Should there be no extra charges assessed, the full amount of the security deposit shall be refunded to the lessee in the form of a check.

Facilities

Users will be charged according to the Rental Fee Schedules applicable to the lessee's rental status.

Personnel

The Principal or designee is responsible for determining the number and type of personnel required for a particular activity in compliance with this policy.

At least one custodian or school employee is required to be present during any use of the building. Custodial services required for rentals cannot require the on duty custodian to be removed from regularly assigned responsibilities. If custodial services are required beyond those scheduled to be performed by the custodial staff at the facility, costs will be charged to the lessee.

General supervision/security, beyond the custodian on duty, is required if the Principal or designee determines the rental activity requires such. General supervision of the facility may be assigned to a custodian, teacher, administrator or other qualified staff member.

At least one member of the school lunch staff is required for rental of the kitchen.

Payment of wages for personnel providing supervision or other services in support of building rental shall be paid in compliance with the applicable negotiated agreement.

Commercial and Charitable Nonprofit Building Rental Fee Schedule		
FACILITY	Commercial	Charitable/Nonprofit
Parking lot	\$ 40/day	\$ 10/day
Cafeteria	\$125/hr	\$ 50/hr
Multipurpose room	\$125/hr	\$ 50/hr
Kitchen (When renting the kitchen facility, it is mandatory to have at least one kitchen staff member present for which there is an additional personnel charge.)	\$125/hr	\$50/hr
Classroom (each)	\$ 40/hr	\$ 20/hr
PERSONNEL	Commercial	Charitable/Nonprofit
Building Supervisor	\$ 35/hr	\$ 35/hr
Additional Staff	\$ 20/hr	\$ 20/hr
Custodial Staff	\$ 15/hr	\$ 15/hr
Kitchen Staff	\$ 20/hr	\$ 20/hr
EQUIPMENT	Commercial	Charitable/Nonprofit
This fee is done on a case by case basis. Fees are set by Principal or designee. Fee shall be documented in Building Rental Agreement	TBD	TBD

SCHOOL INSTRUCTIONS

1. A Building Rental Agreement form must be filled out by all individuals or groups renting School Facilities unless their use is by the Parent Faculty Association for approved activities.
2. Determination of additional personnel must be documented on the Rental Agreement form, and the renter must be charged the personnel fees as outlined in the fee schedule rather than the actual wage the person receives to assure the school is compensated for all benefits and costs associated with employing individuals for all building rentals.
3. Renters must provide a certificate of liability insurance for one million dollars (\$1,000,000) per occurrence and name the school as an additional insured. Nonprofit entities may request an exception for the Certificate from the Principal.
4. Determination of whether a security/cleaning deposit is required is at the Principal or designee's discretion. If required, the deposit should be paid in a separate check and deposited as any other payment. It should not be "held" until the end of the rental period and then returned to the renter. If no damage or unforeseen cleanup is required after the rental, a refund check should be issued to the renter. The principal or building administrator should make the final decision of whether the full deposit should be refunded; contact the Management Company, and a check will be sent to the renter.
5. All employees shall be paid through regular payroll procedures and at the rate outlined in the applicable negotiated agreement. All personnel proceeds collected shall be deposited through the regular process.
6. All funds shall be deposited in accordance with the school's financial policies.



Legal Reference:
Adopted Date:
Amended/Revised: