



Ogden Preparatory Academy Building Rental Policy

PURPOSE

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

POLICY

The Charter School Building is owned by a private entity and leased to the school for a defined period of time. The Charter School Board may sub-lease the building to entities who wish to use the facilities during hours the school is not being utilized for educational purposes so long as it does not go against any agreement within the lease.

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

The principal or Charter School Board may refuse the use of school facilities if the use is determined to be inadvisable.

TYPE OF USE

Charter School Sponsored Programs and Parent Organization Activities

Parent Organization 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 will be subject to a fee depending on the number of school personnel required.

Charitable and Non-Profit Use

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

PROCEDURES

Principal shall charge for the use of facilities as outlined in the 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 required for each rental. In case of a dispute, appeals may be made to the Board of Directors.

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 additional time.

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 Board and school personnel are present during the entire time of the function) shall not be rented.

The assigned supervisor is responsible for oversight of the building and facilities during the rental period. Buildings 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 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.
- Nonprofit entities may request an exception for the Certificate with the principal and approved by the Board.

The lessee is subject to adherence to the standards of behavior of the school and Utah 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 gym, equipment or floor.

FEE SCHEDULE

The Rental Fee Schedules shall be established by the Board of Directors and are subject to periodic review.

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. A lessee who does not agree with this determination may make and appeal to the Board of Directors.

At least one custodian or school employee is required. 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 as scheduled to be performed by the custodial staff at the facility, costs must 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 AND NONPROFIT BUILDING RENTAL FEE SCHEDULES

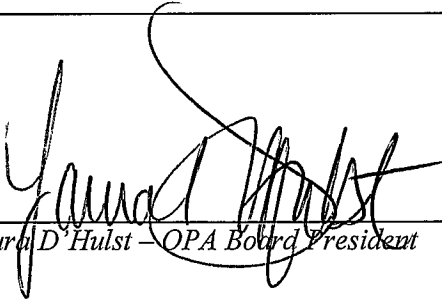
The Rental Fee Schedule is established by the Board of Directors. The rental fee schedule is subject to periodic review.

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
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 Charter School Facilities unless their use is by the Parent Organization 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. For activities which SROs or other police officers are employed which cities will eventually bill the District, charge the renter the actual wages as invoiced by the city.
4. All renters must provide a certificate of liability insurance.
5. Determination of whether a security/cleaning deposit is required is up to the principal or designee. 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.
6. 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.



Laura D. Hulst - OPA Board President

2/11/09

Date