

Administrative Procedures

AP-903	Date of implementation: March 2011
	Date of update: Fall 2019
COMMUNITY USE OF FACILITIES AND GROUNDS	Related Administrative Procedures:

Purpose: The Division believes that our facilities should be made available to serve the needs of our students and also enrich a healthy community life. As good stewards of our resources, a priority is to provide safe and well-maintained facilities. As such, the purpose of this policy is to provide procedures on the use of Division-owned facilities and grounds by outside groups when not in use for educational purposes.

Background: Currently, communities utilize Division-owned facilities to enrich a vibrant community life through the use of a joint use agreement. Where joint use agreements are not in place, rentals are typically limited to service clubs, organizations, non-profits and other groups seeking to promote the educational, cultural and recreational aspects of community life. When requested, provisions will be made to use the schools for conducting local, provincial or federal elections.

Procedures

- 1) The Division does not typically rent space to any individual or firm for commercial or monetary gain. Exceptions to this guideline must be made in writing to the applicable school principal or designate.
- 2) The principal will determine which part(s) of the school or grounds may be used. Projected numbers of participants, the nature of the activity, equipment that may be required and other usages of the school or grounds at the time of the event are to be considered when making this determination.
- 3) The principal has the authority to approve or disapprove applications for use. Fees must be charged operating within related administrative procedures and/or local joint use agreements. Any application that departs from established procedure or practice is to be forwarded to the Learning Superintendent.
- 4) All school and school partners (i.e. School Community Councils (SCCs)) shall have first priority at no cost. The Division will have priority use of school outside of regular school hours, followed by local non-profit groups providing recreational, educational or cultural services providing services to an unrestricted membership. Such as:
 - a) Community based sports team.
 - b) Local non-profit groups providing recreational, educational or cultural services to a restricted membership.
 - c) Provincial non-profit organizations.
 - d) Private individual or commercial groups.

5) The following are not permitted on Division-owned property:

- a) Alcohol, cannabis and other drugs
- b) All tobacco, tobacco related or replacement products
- c) Exception is provided for alcohol if permitted by Joint Use Agreements or by Board approval
- d) Motorized vehicles, except in parking areas
- e) Any outside equipment without prior approval from the principal or designate

6) Short Term Use

Short-term use includes one-time, periodic or time-limited use of schools by individuals, groups, or organizations that may include a rental and caretaking fee. The following guidelines govern short term use:

- a) The Director or designate shall approve on a local level through joint use agreements a fee schedule for community use of facilities, developed on a cost recovery basis. Fees may be charged for rental depending on the group making the request as outlined in Section 4. All associated costs for opening, closing, set-up or cleaning are on a cost recovery basis and apply whether rental fees are charged or not.
- b) Users shall agree to agreement procedures outlined in the Application and Authorization for Facility or Grounds Use (Appendix A). All agreements must be signed and kept on file at the school for the duration of the school year.
- c) User shall agree to obligate itself to save harmless and indemnify the Division against all claims, liabilities, demands, damages or rights or causes of actions whatever made or asserted by anyone arising out of, or incidental to, the user application or to the use and occupancy of the premises.
- d) Prior to using the space, for liability reasons, the user group shall obtain and maintain, public liability insurance in an amount of not less than Two Million Dollars (\$2,000,000) with a Five Million Dollars (\$5,000,000) preferred or recommended amount. A copy of written proof of the insurance policy must be submitted to the principal along with the Application and Authorization for Facility or Grounds Use (Appendix A).
- e) User groups will notify the principal of cancellations no less than seven (7) working days before the activity. If less notice is given, applicable rental charges may be levied.
- f) School staff are permitted, on a voluntary basis, to open and close their school for approved meetings or events. The staff member is responsible to ensure the entire facility is secure before arming the security system and locking the exterior door. The security process is:
 - i) Physically ensure that all room doors opening to all hallways are closed and locked; and

- ii) Physically ensure that the principal and vice principal offices, file rooms and main offices doors are closed and locked.
- g) Permits shall not be issued for the summer vacation period unless prior approval has been given by the principal or Learning Superintendent.

7) Use of Division-Owned Equipment

Where the Division owned sports equipment is used and/or rented for an activity occurring on non-Division owned property the following shall apply:

- a) Application and Authorization for Facility or Grounds Use form (Appendix A) must be signed and copies kept on file at the applicable facility.
- b) The group shall ensure that an appropriate number of adults are present to supervise the children for the activity during the period that the group uses the equipment.
- c) The group shall not permit persons other than those persons associated with the activity to use the equipment.
- d) In the event that the Division incurs any loss or damage for which the group is responsible, the Division's insurers may claim reimbursement from the group. Division liability insurance does not extend to cover the negligence of non-school users of the equipment. Therefore, it is the responsibility of the group to arrange liability insurance to cover such negligence and to provide a copy to the Division before the activity occurs.
- e) Whenever possible the user group shall be entitled to use the school's program equipment such as net and gymnastic mats. Consumables such as racquets and balls shall be provided separately by the user group.

8) Application for School Use

Community use of school facilities is governed by this policy, the school principal and Application and Authorization for Facility or Grounds Use (Appendix A).

- a) Applications for school use are to be made to the in-school administrator.
- b) Approval for use of Division owned property over the summer vacation period must be provided by the principal or designate. Typically, schools are being cleaned and/or upgraded over the summer and, as such, access is limited.
- c) AP-903.1 authorization form must be signed and kept on file at the school and with user.
- d) If caretaking is required for an event, the cost will be paid by the user. Any exceptions must have principal or designate approval as per the Alarm Response Claim/Cold Weather Call Out Form.

9) Caretaking Fees

- a) The principal or designate shall be responsible for collecting caretaking service fees from the user group. The fees are to be forwarded to Division Office by the school administration as per the Alarm Response Claim/Cold Weather Call Out Form.
- b) Caretaking service fees submitted will be deposited into the school-generated funds account and disbursed as per administrative payroll procedures.

10) Joint Use Agreements

Joint Use agreements with towns, villages or community groups are intended to allow for ongoing community use of a defined area of school facility for defined hours of the day.

- a) Joint Use Agreements will be in the form of a legally binding document signed by the Director of Education or designate.
- b) Joint Use Agreements shall include:
 - i) All staff, materials and equipment required for the shared use activity by the shared use partner.
 - ii) The provision of adequate third-party liability insurance by the partner for the community use of the defined area for the defined activity.
 - iii) The terms and conditions of use of the shared space shall be consistent with all Division policies and administrative procedures.
 - iv) If a committee is required to coordinate or operate the defined use area and activity, a Division administrative representative will be present.

References:

[*PSSD Sport and Activity Handbook \(internal document\)*](#)

[*Alarm Response Claim/Cold Weather Call Out Form \(internal form\)*](#)



Application and Authorization for Facility or Grounds Use

Appendix A, AP-903 Community Use of Facilities and Grounds

Background

Prairie Spirit School Division believes that Division facilities should be made available to serve the needs of our students and also enrich a healthy community life. As good stewards of our resources, a priority is to provide safe and well-maintained facilities.

Currently, communities utilize Division-owned facilities to enrich community life through the use of joint use agreements. Where joint use agreements are not in place, rentals are typically limited to service clubs, organizations and other groups. When requested, provisions will be made to use the schools for conducting local, provincial or federal elections.

Procedures

- 1) In accordance with AP-903 Community Use of Facilities and Grounds and all other related policies and procedures, fees and/or charges established by the Division, the applicant named below is granted permission to use the school space, facility or grounds and/or equipment set forth below.
- 2) The duration of use is restricted to the time(s) shown on this permit and the school must be vacated at the expiration of the time shown. Unless other arrangements have been made, it is the responsibility of the user to return the space to its original condition.
- 3) The Division liability insurance does not extend to cover the negligence of non-school users of the facility or grounds. Therefore, it is the responsibility of the User Group to arrange liability insurance to cover in the event such negligence occurs. In the event that the Division incurs any loss or damage for which the User is responsible, the Division's insurers may claim reimbursement from the user group.
- 4) According to AP-903 Section 6(d), "the user group shall obtain and maintain public liability insurance in an amount of not less than Two Million Dollars (\$2,000,000) with a preferred amount of Five Million Dollars (\$5,000,000)."

User Group Application & Authorization Information

School:	Principal:
Applicant:	Group:
Address:	
Contact #:	
Type of Event:	
Individual responsible for event supervision:	

The group, _____, hereby releases and saves harmless Prairie Spirit School Division from all liability that may arise in respect of any injury to any person who uses the space and equipment. The group agrees to indemnify the Division for any claims, action and damages that may arise in respect to the use of the equipment by the group.

I, _____, have read AP-903 Community Use of Facilities and Grounds and agree to the terms, conditions and proof of liability on behalf of the group.

Signed: _____

Approved by:

Principal or Vice Principal

Date

Proof of liability insurance must be attached unless the group renting is a provincial or federal ministry.

Copy of valid insurance is attached?

Terms and Conditions

- 1) Prior to use, a new user group will be provided a walkthrough of the facility by the principal or designate. The user will be informed and aware of applicable safety and emergency information (i.e. first aid; eye wash; emergency exits).
- 2) The user needs to have read, understand and abide by AP-903 Community Use of Facilities and Grounds.
- 3) The user agreement will be kept on file with both the user (original) and the appropriate school (copy).
- 4) Start and end times will be agreed upon at the local level and approved as noted on this form.
- 5) In most circumstances, where otherwise approved by the principal, access to facilities is between 5:30 p.m. and 11:00 p.m. on weekdays and 8:00 a.m. to 11:00 p.m. on weekends by special request. Room access, security codes and keys will only be handled by Division staff.
- 6) Under no circumstances will smoking, alcohol, cannabis or non-medical drugs be allowed on school property.
- 7) Only the space, furniture or equipment approved will be permitted to be used as outlined on the User Group Event Information section of this form.
- 8) Any changes to the agreed upon times must be provided in writing seven (7) days prior.
- 9) Any emergencies will override the seven (7) days.
- 10) The Division reserves the right to cancel any bookings without notice.
- 11) Unless written permission is granted, no equipment shall be stored at the school by the user group.
- 12) Evaluation of future use will be based upon proper use of facility and equipment, including, but not limited to:
 - a) Maintain good order and discipline.
 - b) Check and tidy the washrooms/flush toilets.
 - c) Clean up of garbage and spills. Bag garbage and deposit in the outside bin.
 - d) Leave the condition of the facility in the same condition prior to use.
 - e) Ensure appropriate and clean non-marking footwear is worn.
 - f) Shut off all lights and ensure doors are locked prior to leaving the building as per arrangements with school administration.
 - g) Park in appropriate/designated areas.

h) Compliance regarding use of non-consumables.

If proper clean-up has not been done, a flat caretaking fee will be charged to the user group.

13) Emergencies or Unforeseen Circumstances

- a) Depending on the type of emergency, the user will contact the school principal or the caretaker. The information section of this form will record the applicable contact names and numbers.
- b) Prior to the event, the individual in charge is responsible to be aware of emergency exits, wash stations and potential hazards. The person responsible is obligated to follow all appropriate protocols for safety including calling 9-1-1, if necessary.

14) User Group Event Information

- a) All user groups will fill out the User Group Information section of this form.

User Group Event Information

Event Date	Space/Area Required	Start Time	End Time	List Equipment Used (non-consumables apply)	Contact information of adult supervising event	
					Name	Cell #

Required:

- Original to applicant & copy to school
- Liability insurance attached
- Applicable fee¹

Emergency Contact Information:

Caretaker on Duty: _____
Name *Phone Number*

Principal or VP: _____
Name *Phone Number*

¹ A flat fee of One Hundred Dollars (\$100) may be charged to the user if a proper clean-up has not been done. Please fill out the Response Claim Form and submit to Division Office Payroll. The Division does not rent space to businesses for commercial or monetary gain. It is the discretion of the school principal to charge a rental fee once a request has been made in writing as per AP-903 Community Use of Facilities and Grounds.