

Administrative Procedures

AP-903 COMMUNITY USE OF FACILITIES AND GROUNDS	Date of implementation: March 2011 Date of update: April 14, 2023
	Related Administrative Procedures:

Purpose: The Division believes that our facilities should be made available to serve the needs of our students and 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 administrative procedure is to provide procedures on the use of Division-owned facilities and grounds by outside groups when not in use for educational purposes.

Background: As a publicly funded organization and supporter of youth and community programs, the Division is prepared to make its schools and school grounds available for use by community or not-for-profit organizations, groups of staff members, and by partners in education on a regular or intermittent basis provided the rental or lease activity does not negatively impact upon the primary purpose of the Division's facilities – the education of students. High priority and favourable rental/lease rates will be given to youth-oriented groups while lower priority and higher rental/lease rates will apply to adult-oriented groups.

Currently, communities utilize Division-owned facilities to enrich a vibrant community life through joint use agreements. 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. In general, the Division will not rent or lease facilities to commercial, profit-oriented entities or individuals or to groups for private social parties. Facilities surplus to the Division's educational needs may be rented or leased at a rate designed to at least recover the Division's operating costs or, if possible, at full market rates commensurate with the age and condition of the facility being leased or rented. When requested, provisions will be made to use the schools for conducting local, provincial, or federal elections.

Procedures

1) Application for School Use

Community use of school facilities is governed by this administrative procedure, the school principal and Appendix A – Community Use of Facilities and Grounds Application Form.

- a) Applications for school are to be made to the in-school administrator.
- b) Appendix A must be signed and kept on file at the school and a copy forwarded to the Division Office Caretaker Supervisor.
- c) The principal of the school will carry out the scheduling of community activities and has the authority to approve or disapprove applications for use and determine what fees are appropriate. Any application that departs from established procedure or

practice is to be forwarded to the Learning Superintendent.

- i) School activities shall have priority when scheduling community use of school facilities activities.
- ii) Under normal circumstances, once approved, a scheduled community use of school facilities activity shall not be cancelled to allow a school-related activity unless forty-eight (48) hours notice has been given to the appropriate contact person. The requirement for forty-eight (48) hours notice shall be waived in emergent situations.
- iii) Cancellation of a community use of school activity shall be communicated to the principal forty-eight (48) hours before the time the activity was scheduled, wherever possible.
- iv) All community use of school facilities activities shall be conducted in those areas specified by the principal.

2) Fees

The in-school administrator will determine what fees may be charged for community use of facilities following the guideline listed below. All associated costs for opening, closing, set-up or cleaning are on a cost recovery basis and apply using the following guidelines:

a) No Charge

- i) School-sponsored activities.
- ii) School Community Council meetings and activities.
- iii) Division employee work-related meetings and functions.
- iv) Activities limited to children of school age and for the most part residents in the school community, where no additional cost is incurred by the Division.
- v) Established community partnerships and joint use agreements.

b) Caretaking Fee to be Charged

Caretaking fees will be charged to these groups for weekend and after school use where use of the school for an event necessitates incremental set-up, cleaning, or if a caretaker callback is required to open and/or close the building.

- i) Approved groups sponsored by local community and recreation organizations.
- ii) Benevolent organizations, service clubs and other community groups sponsoring events where there is no charge to attend the event.
- iii) Organizations, groups and clubs that are service-oriented in nature and are targeted at pre-school to Grade 12 students.
- iv) Other meetings authorized by the principal.

c) Rental and Caretaking Fee to be Charged

Caretaking fees will be charged to these groups for weekend and after school use where use of the school for an event necessitates incremental set-up, cleaning, or if a caretaker callback is required to open and/or close the building. In addition, rental fees may also be charged following the rates outlined in Appendix A – Community Use of Facilities and Grounds Application Form.

- i) Private businesses, including those serving school aged children, such as dance studios, karate schools or music lessons.
- ii) Benevolent organizations, service clubs and other community groups sponsoring events and are charging participants to access the event.
- iii) Churches or other organizations that could otherwise rent or own their own facility.
- iv) Other adult organizations.
- v) Commercial productions, local conferences and other productions including cultural and church-sponsored events.

d) All fees are collected at the school and forwarded to Division Office.

e) The fee schedule is outlined in Appendix A.

3) Appropriate Activities

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

- i) Alcohol, cannabis, and other drugs.
- ii) All tobacco, tobacco-related or replacement products.
- iii) Motorized vehicles, except in parking areas.
- iv) Any outside equipment without prior approval from the principal or designate.

b) Exception is provided for alcohol if permitted by joint use agreements or by special Board approval.

- i) Application is to be made to the Board in writing at least one (1) month prior to the scheduled activity.

4) Liability

Users shall agree to agreement procedures outlined in Appendix A – Community Use of Facilities and Grounds Application Form. All agreements must be signed and kept on file at the school for the duration of the school year and a copy forwarded to the Division Office

Caretaker Supervisor.

- a) The renter shall indemnify and save harmless the Division from all liabilities, damages, costs, claims, suits, or actions arising from:
 - i) Any damage to the property howsoever occasioned by the use and occupation of the premises; or
 - ii) Any injury to any person or persons, including death resulting at any time therefrom, occurring in or about the premises or any part thereof or resulting from the use and occupation of the premises during the term of this rental agreement from any cause whatsoever.
- b) Prior to using the space, 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 dollar (\$5,000,000) preferred or recommended amount. A copy of written proof of the insurance policy must be submitted to the principal along with Appendix A – Community Use of Facilities and Grounds Application Form.

5) Opening and Closing of Schools

When community use activities are occurring outside of normal working hours and there are no staff currently in the building, then a Division staff member will be required to open and close the school. Room access, security codes, and keys will only be handled by Division staff and not provided to rental organizations.

- a) School staff are permitted, on a voluntary basis, to open and close their school for approved meetings or events. The staff member is responsible for ensuring 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.
 - ii) Physically ensure that the principal and vice principal offices, file rooms and main office doors are closed and locked.
- b) For weekend and after school activities, where additional hours are worked, employee caretakers are to submit a separate on-call form for additional hours worked showing the time worked to open, close and/or clean the facility. This additional time is to be approved by the administrator and forwarded to the Division Office Caretaker Supervisor. The caretaker will be compensated on their next regular payroll. When appropriate, the rental organization will be charged a fee for this additional work as outlined in Section 2 above.
 - i) 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 Alarm Response Claim/Cold Weather Call Out Form).

6) Use of Division-Owned Equipment

Where Division-owned equipment is used and/or rented for an activity, the following shall apply:

- a) Renters will have access to basketball hoops, volleyball standards and nets, and badminton standards and nets, when renting the gymnasium. It is expected that consumable sporting equipment will not be provided by the school for all non-school activities, this includes volleyballs, basketballs, badminton rackets, floor hockey sticks, etc.
- b) At the discretion of the principal, if consumable sporting equipment is desired, it will need to be requested in advance and arrangements made with the school. All consumable sporting equipment will be charged out at the approved rental rate for equipment and the proceeds will be credited back to the effected school for replenishment of equipment.
- c) Tables and chairs may be available for use and must be requested at the time of application for use. Setting up and take down of tables and chairs is the responsibility of the user group.
- d) In the event that the Division incurs any loss or damage for which the group is responsible, the Division's insurers any 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) The group shall ensure that an appropriate number of adults are present to supervise the activity during the period that the group uses the equipment (refer to PSSD Sport and Activity Handbook).
- f) The group shall not permit persons other than those persons associated with the activity to use the equipment.
- g) For all users of auditoriums where special lighting and sound equipment is required, there may be a rental charge for the use of equipment that will be credited back to the effected school for replenishment of the equipment. These fees may also include the cost of the lighting and sound technician required to operate such equipment.

7) 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.

8) Terms and Conditions of Community Use

- a) 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.
- b) The user needs to read, understand, and abide by this administrative procedure.
- c) Start and end times will be agreed upon at the local level and approved as part of the rental agreement.
- d) In most circumstances, where otherwise approved by the principal, access to facilities is 5:30 p.m. to 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.
- e) Under no circumstances will smoking, alcohol, cannabis or non-medical drugs be allowed on school property.
- f) Only the space, furniture or equipment approved will be permitted to be used as outlined on the Appendix A – Community Use of Facilities and Grounds Application Form.
- g) Unless written permission is granted, no equipment shall be stored at the school by the user group.
- h) Evaluation of future use will be based upon proper use of facility and equipment including but not limited to:
 - i) Maintain good order and discipline.
 - ii) Use only those spaces authorized.
 - iii) Leave the condition of the facility in the same condition prior to use.
 - iv) Check and tidy the washrooms/flush toilets.
 - v) Clean-up of garbage and spills.
 - vi) Ensure appropriate and clean non-marking footwear is worn.
 - vii) Park in appropriate/designated areas.
 - viii) Compliance regarding use of equipment.

References:

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

[Alarm Response Claim/Code Weather Call Out Form](#) (internal document)