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## COMMUNITY USE OF SCHOOL FACILITIES

### - POLICY -

When not in use for educational purposes, school facilities may be used by approved organizations for adult education, recreation, cultural, civic and social purposes, and such other purposes that the Board deems to be in the interests of the community.

No person, group or organization has any vested right to use school facilities. The right to use such facilities for any lawful purpose is subject to approval by the Board. The affiliation of any user group with a religious organization will not disqualify that group from applying for the use of school facilities for an approved purpose.

The approval and scheduling of applications to use school facilities in accordance with this policy and its regulations shall be the responsibility of designated district staff members and/or of the appropriate school principal or his/her designate.

### - REGULATION -

As used in this policy and its regulations, a school facility means part or all of a school building and/or its grounds. For the purpose of certain approvals required in the regulations, the Board's designate shall be the Secretary-Treasurer.

#### 1. PRIORITY FOR USE

Subject to the allocation procedure below, priority for the use of a school facility by approved groups, shall be given to the group that makes a booking furthest in advance. If requests are received from two or more approved groups, to use an available facility at a certain time, the priority list is to be followed in descending order in the determination of priority for booking.

1.1 School related student programs or activities.

1.2 School board, district staff, parent advisory and school staff meetings.

- 1.3 Employee groups, providing no job action is occurring.
- 1.4 Adult Basic Education programs operated by North Island College.
- 1.5 Organized group or independent school activities for youths aged 18 and under.
- 1.6 Community Education programs operated by School District No. 85 or North Island College.
- 1.7 Community recreation organized through municipal or regional authorities.
- 1.8 Community recreation activities organized by other approved groups.
- 1.9 Electoral polling stations, judicial proceedings, public hearings and tribunals.
- 1.10 Activities of service clubs and registered charitable organizations.
- 1.11 Approved activities not covered above including commercial or private use.

## 2. ALLOCATION PROCEDURE

- 2.1 In the event of circumstances beyond the Board's control or in the event of unexpected activities falling under 1.1 and 1.2, the Board or its designate may, in its sole discretion, pre-empt other bookings without notice and without liability for any loss to the user caused by such cancellation. In such situations, the district office will provide as much notice as possible. The Board reserves the right to cancel bookings for any reason with 24 hours' notice to the user group.
- 2.2 The use of a school facility on a regular basis for a school term or more is limited to one evening per week until the needs of other users are assessed.
- 2.3 The use of a school facility for activities falling under 1.1 and 1.2 are to be made at least seven days in advance of the activity.
- 2.4 The use of a school facility for activities falling under 1.3, 1.4, 1.5, 1.6, and 1.7 are to be made at least twenty days in advance of the activity.
- 2.5 The use of a school facility for activities falling under 1.8, 1.9, 1.10 and 1.11 are to be made at least thirty days in advance of the activity.
- 2.6 An application to use a school facility must be completed and signed by an authorized representative of the user group.

- 2.7 All use of a school facility is to be kept within custodial hours unless the user group pays the cost incurred by the Board because it was necessary to have a custodian present.
- 2.8 The Board will co-operate with recognized agencies and will make suitable facilities available without cost during community emergencies.

### 3. RENTAL FEES

#### 3.1 Rental fees - days when school is in session

Rental fees are not charged for activities falling under 1.1, 1.2, 1.3, 1.4 and 1.5. The rental fee for activities falling under 1.6, 1.7, 1.8, and 1.10 is \$7.50 per hour for each classroom used and \$12.50 per hour for gymnasium use. The rental fee for activities falling under 1.11 is \$10.00 per hour for each classroom used and \$25.00 per hour for gymnasium use.

The rental fee for activities falling under 1.9 or Joint-Use Agreements are negotiable depending on the circumstances involved.

#### 3.2 Rental fees - days when school is not in session

Rental fees are not charged for activities falling under 1.1, 1.2, 1.3 and 1.4. The rental fee for activities falling under 1.5, 1.6, 1.7, 1.8, and 1.10 is \$7.50 per hour for each classroom used and \$12.50 per hour for gymnasium use. The rental fee for activities falling under 1.11 is \$25.00 per hour for each classroom used and \$50.00 per hour for gymnasium use.

The rental fee for activities falling under 1.9 or Joint-Use Agreements are negotiable depending on the circumstances involved.

Upon application to the Board, and in certain circumstances, rental fees may be waived for activities falling under 1.5.

- 3.3 In addition to rental fees, custodial costs are to be charged for additional hours in accordance with 2.7 and for extraordinary cleaning caused by the consumption of refreshments. For activities falling under 1.1 and 1.2 custodial costs shall be waived. For student activities such as school dances, the group concerned is responsible for cleaning and security costs. A custodian is to be present at all times when facilities are in use outside of school hours. In certain circumstances, exceptions may be approved by the Board or its designate.

- 3.4 In addition to rental fees and custodial costs, a fee is to be charged for the usage of tables and chairs. With the exception of activities falling under 1.1, 1.2, 1.3, 1.4, and 1.5, the fee is \$0.25 per chair and \$1.00 per table. With the exception of activities falling under 1.1 and 1.2, set up, take down and delivery charges are to be charged.

- 3.5 User groups that require audio-visual equipment that cannot be rented from a local business, may rent board-owned equipment for \$10.00 per day (plus a \$50.00 damage deposit) for each piece of equipment rented. For activities falling under 1.1, 1.2 and 1.3, the rental fee and damage deposit shall be waived.
- 3.6 In the event of a cancellation by a user group, all rental fees are payable to the Board, unless the district office is notified at least 48 hours in advance of the scheduled use.

#### 4. RENTAL CONDITIONS

- 4.1 User groups are to:
  - 4.1.1 assume responsibility for providing competent adult supervision of all activities,
  - 4.1.2 ensure all school and board regulations are adhered to,
  - 4.1.3 ensure that all participants remain within the confines of the area assigned to the group,
  - 4.1.4 ensure that the facility is not used beyond the time assigned to the group,
  - 4.1.5 ensure that the facility is promptly vacated,
  - 4.1.6 obtain all necessary permits and licences prior to the function, and
  - 4.1.7 comply with all fire codes and maximum occupancy regulations.
- 4.2 Property belonging to user groups or individuals is not to be left on stages or stored in schools without prior permission from the district office.
- 4.3 No school district equipment is to be used without prior permission from the district office. With the exception of gymnasium kitchens, user groups are not to use school kitchens or Home Economics rooms. Gymnasium kitchen equipment, cutlery and dishes may only be used with prior permission from the district office.

User groups are not to use school district telephones, other than pay phones, except in the case of a life-threatening emergency.
- 4.4 No lighted candles, lanterns, stoves or any other flame-bearing devices are permitted on school property. Electronics or electrical equipment may not be brought onto school property without prior permission from the district office.
- 4.5 No commercial advertising is to be displayed on board property without the permission of the Board or its designate.

- 4.6 Smoking is not permitted in school district buildings or on school district property. Alcoholic beverages are prohibited on school district property unless prior approval is received from the Board. Profane or insulting language is not permitted on school district property.
- 4.7 Concessions are not permitted without the prior approval of the district office. The district office will determine a designated area for this purpose. Consumption of refreshments must be confined to this designated area.
- 4.8 Parking of vehicles is only permitted in specified parking areas. Vehicles parked in fire lanes or in unauthorized areas may be towed away at the vehicle owner's expense.
- 4.9 User groups are not permitted to play certain sports, and/or use certain equipment of those sports, in school buildings. Soccer, lacrosse, softball, baseball, football or hockey are not permitted, although applications may be considered if certain equipment modifications are made. Sports or activities not covered above may be permitted with the approval of the district office.

Only soft soled footwear or inside gym shoes are permitted on gymnasium floors unless the facility is to be used for the purpose of a meeting or similar activity.

- 4.10 The performance of live music or the use of recorded music will only be permitted with the authorization of the district office and the principal of the school concerned. Sound levels shall be subject to limitations determined by the district office or the school principal and to levels regulated by municipal by-laws.

User groups holding events that involve paid musicians or stage performers shall indemnify and hold the Board blameless in the event of a legal action for the collection of copyright royalties.

- 4.11 The district office may deny an application to use school facilities if the user group does not have the necessary enrolment to meet minimum levels established for each facility or part thereof.
- 4.12 No use is permitted after the end of the custodial shift for the facilities concerned or 10:00 p.m., whichever comes first, unless special permission is granted by the Board or its designate. Such permission shall only be granted under exceptional circumstances.
- 4.13 Facilities will not be available during spring, summer or Christmas breaks unless approval is given by the Board or its designate. Consideration of applications for use during school breaks will depend on various factors, such as increased security needs, reduced heating levels and the need to complete repairs, maintenance and custodial work.

## 5. LIABILITY

- 5.1 As a condition of being permitted to use board property, user groups and individual users agree that such use is at their own risk. All users must provide proof of third party liability insurance that names School District #85 as an additional insured, in the amount of two million (\$2,000,000.00) dollars. Community groups or individuals who cannot provide such proof of insurance will be subject to a flat fee of \$5.00 per booking or a \$30.00 flat rate charge for a school year booking.
- 5.2 User groups and individual users covenant to hold the Board harmless from all and any legal liabilities for losses, costs or damages resulting from bodily injury to, and including the death of, any person or persons arising from the use of board property.
- 5.3 User groups and individual users covenant to hold the Board harmless from all and any legal liabilities for losses, costs or damages resulting from the loss of or damage to the property of user groups or individual users arising from the use of board property.
- 5.4 User groups and individual users covenant to indemnify the Board for all and any losses, costs or damages resulting from the loss of or damage to the Board's property arising from the use of board property, including but not exceeding the amount for which local taxpayers are responsible under the terms of the Ministry of Education Standard Self-Insured Property Coverage.
- 5.5 Damage to board property must be reported immediately to the school custodian and to the district office not less than the next working day. The Board will charge the user group for the cost of repairing such damage, through deduction from the user group's damage deposit, and for amounts in excess of the damage deposit, through the Board's billing procedure.
- 5.6 Activities falling under 1.1, 1.2, 1.3, 1.4, and 1.9 do not require the payment of a damage deposit. Activities falling under 1.5, 1.6, 1.7, 1.8 and 1.10 require the user group to pay a \$50.00 damage deposit prior to using school buildings and a \$25.00 damage deposit prior to using school grounds. Activities falling under 1.11 require the user group to pay a \$500.00 damage deposit prior to using school buildings and a \$250.00 damage deposit prior to using school grounds.
- 5.7 Damage deposits will be refunded within 5 days of the use provided that the facilities are undamaged and provided that the user group's account is paid in full. Regular user groups will not receive a refund until the end of the use period.

5.8 The Board will not be responsible for illegal activities that occur on its property and it will take the necessary steps to prosecute any user group or individual user or users that commit illegal acts on its property.

## 6. ADDITIONAL RENTAL CONDITIONS APPLICABLE TO PLAYING FIELDS

6.1 The district office may cancel playing field use without notice at any time, due to inclement weather.

6.2 District staff shall be the sole judge of whether to cancel playing field use. However, the Board expects user groups to exercise judgment in the event of inclement weather.

6.3 User groups are not permitted to move or remove backstops, goal posts etc. Breaches of this condition will result in costs of replacement and/or installation being billed to the user group.

6.4 User groups are not permitted to cut grass, line or lime playing fields unless prior permission is received from the district office.

## 7. STUDENT ACTIVITIES – OTHER DISTRICTS

7.1 In order to encourage the travel of students from other districts to the North Island, the Board or its designate may provide accommodation in school gymnasiums or the dormitory to organized groups of students traveling under the sponsorship of their groups.

7.2 In giving consideration to such groups, the Board or its designate requires the group to provide a schedule, a description of activities to occur, a list of the responsible persons who will act as supervisors or chaperones and the number of students involved.

## 8. ENFORCEMENT

8.1 Any board employee has the authority to deny access to individuals or groups that do not present a completed and approved application form.

8.2 District staff, school principals/vice-principals, teachers and custodians are fully empowered to act as the Board's representative in enforcing all regulations and in ensuring that no damage occurs to board property.

8.3 Any evidence of a breach of the regulations which can be determined to be attributable to a user group or any failure to pay amounts owing under these regulations shall result in the termination of future use by that group.

8.4 The Board may add to, delete or change regulations at any time without notice to user groups. The Board undertakes to give as much notice as possible under normal circumstances.