# **AP 545 - COMMUNITY USE OF FACILITIES**

# **Background**

Facilities which are under the jurisdiction of the Division are available to community groups whose main purpose is promoting cultural, educational and recreational advancement in the community.

The use of these premises must not conflict with the school program. Rental and caretaking fees may apply.

### **Procedures**

- 1. School use activities for which there will be no charge include:
  - 1.1 School/student sponsored activity in which a staff member is in charge.
  - 1.2 School Community Council meetings and activities.
  - 1.3 Board/Division/employee meetings and functions.
  - 1.4 Parent Association meetings and functions.
  - 1.5 Activities which revolve around school age children who are residents in the school community.
  - 1.6 Certain events designated for community benefit including Remembrance Day programs, patriotic events and emergency assistance situations.

In all of the above, appropriate arrangements for supervision and clean-up shall be made with the Principal of that school.

- 2. School use activities and meetings for which a caretaking fee may be charged include:
  - 2.1 Approved local community groups and recreation organizations.
  - 2.2 Groups sponsoring events for which no charge is made.
  - 2.3 Other meetings authorized by the Principal and School Community Council.
  - 2.4 Prior written approval by Facilities Coordinator is required for extra caretaking services/costs.
- 3. School use activities for which a rental and caretaking fee shall be charged:
  - 3.1 Groups and clubs which are service-oriented and whose main function is to raise funds for their respective non-profit organizations.
  - 3.2 Elections.
- 4. Rental Rates and Charges (for classrooms and gymnasium)
  - 4.1 These are established by the School Community Councils and approved by the Board annually.

4.2 Charges for caretaking services are reviewed annually by the Board. These are also subject to the current CUPE agreement.

## 5. Application for Rental

- 5.1 Applications for the rental of school facilities shall be made to the Principal.
- 5.2 The Principal shall where appropriate consult with school staff and the caretaker(s) regarding the use of school facilities.
- 5.3 The Principal has the authority to approve applications, but must inform the Facilities Coordinator of all approvals.
- In a disputed case, the request for use of school facilities shall be referred to the Board by the Chief Financial Officer. This shall be done in a timely fashion and the Board's decision will be final.
- 5.5 Collection of relevant fees is to be made at the school office where approval of the application is given. Fees are submitted monthly to the Chief Financial Officer with a report of rental activity. Caretaking costs are paid from the Division Office. The remaining funds are credited to the local school account.

# 6. Restrictions/User groups shall observe the following:

- 6.1 Smoking is NOT permitted in Division facilities.
- 6.2 Alcoholic beverages and illicit drugs are NOT permitted in Division facilities.
- 6.3 Adequate supervision by a responsible adult(s) must be provided with name submitted on the rental agreement.
- 6.4 Admittance to a gymnasium is not permitted until the supervisor (name on rental contract) has arrived.
- 6.5 Participants must wear footwear that is appropriate for the area being used.
- 6.6 Participants are expected to take appropriate measures to keep the facility clean, tidy and free of damage.
- 6.7 The user group must make provision for the security of the entire school facility during the period of time of their occupancy.
- 6.8 The rooms and facilities used are to be left in the condition in which they were found.
- 6.9 Failure to comply with the above rules and guidelines may result in the cancellation of the user group's rental privileges.
- 6.10 In the event of damage to school facilities or equipment, the cost of repair and replacement will be the responsibility of the sponsors of the event.
- 6.11 This administrative procedure allows for the provision of a joint-use facility agreement where applicable.

## 7. Liability Insurance

7.1 It is recommended that the lessee maintain, during the term of occupation of the rented premises, comprehensive, general liability insurance. (The Division

liability insurance only provides coverage for school sponsored events where students and staff are involved and taking responsibility for the event).

#### 8. Division Office Facilities

8.1 The Director may approve the use of Division Office meeting facilities for Division related groups.

## Regulations

#### 1. Entrance

Entrance to the building will be as directed by the designated supervisor or caretaker of the building. Only the designated areas listed above can be used by your organization.

- 1.1 Make him/herself known to the Board employee in charge of the building.
- 1.2 Ensure that specified times and locations are adhered to.
- 1.3 Take any reasonable action required for protection of School Division property.
- 1.4 Immediately report any damage noted by or caused by the group to the Board employee in charge of the building.
- 1.5 Remain in attendance during the entire approved rental period.

# 2. Signs and Decorations

There will be no tacking or nailing of any signs or decorations or other materials on walls, floors, ceiling, nor any defacing of the building. If necessary, custodial charges may apply.

## 3. Use of Equipment:

Please contact the administration of the school facility to make arrangements for use of any school equipment. Equipment requested by the user(s) **must** be specified (ie, chairs, tables, PA system, lighting, screens, etc) and agreed to by the Principal. Furniture or equipment that has been moved must be returned to its original place of storage. Only equipment specified in the agreement will be used. Technician fees may be applicable.

### 4. Gym Footwear:

Users participating in dance and physical exercise must provide clean, dry, and whitesoled (non-marking) runners before going on gym floor. **NO outside footwear permitted!** Extra cleaning charges may apply.

### 5. Damages:

Renter will be responsible for all damages caused during activity. Groups using the buildings will be expected to assume responsibility for reasonable care of the property and for obtaining any required permits. Lack of cooperation in this regard may result in cancellation of agreement. Repair or replacement of damage to building and/or equipment and any damage to furniture or fixtures will be paid for by the above organization.

# 6. Authority:

The caretaker in charge, or the School Principal, or his/her designate, is the Northwest School Division's on-the-spot authority, and his/her instructions will be adhered to.

### 7. School Holidays, PD Days, Closures and School Functions

Facilities are not available on school holidays unless special arrangements are made in advance. School activities have first priority for use of the facilities. Should one of the above scheduled days fall on a school holiday or professional development day, the use of the facilities for that particular day is automatically cancelled. Please check with the school for scheduled professional development days.

#### 8. Hours of Use:

The specified times asked for, and agreed upon, will be strictly adhered to at all times. All arrangements are for the **current school year only** and must be renewed in September, if desired. Users of the facilities **must** be out of the building one-half hour prior to the caretaker securing the building and at the scheduled time.

#### 9. Cancellations:

The renter must notify the Northwest School Division Office of any cancellations prior to rental wherever possible. Ideally 15 days notice will be given.

## 10. Supervision:

User groups are required to provide adequate adult supervision of the participants for the duration of the rental activity. This person must:

- 1.1 Be over 19 years of age;
- 1.2 Make him/herself know to the Northwest School Division employee in charge of the building;
- 1.3 Ensure that specified times and locations are adhered to;
- 1.4 Take any reasonable action required for protection of Northwest School Division property;
- 1.5 Immediately report any damage noted by or caused by the group to the Northwest School Division employee in charge of the building;
- 1.6 Remain in attendance during the entire approved rental period.

### 11. Liability:

The Northwest School Division will not be responsible for any property left on the premises by the renter, its officers, employees, servants, agents, contractors, volunteers or members.

Appendix A – Community Use of Facilities and Equipment Agreement - Form 545-1 Appendix B – User Group Log Sheet – Form 545-2

Reference: Sections 85, 87, 108, 109, 110, 175 Education Act