

<b>Policy:</b>	Community Use of Schools and Other Facilities	OPER-602
<b>Division:</b>	Operations	

**ADMINISTRATIVE PROCEDURES/REGULATIONS.**

1. Approval

- 1.1. Approval for use of school facilities is contingent on there being no conflicts with school programs, including curricular and extra-curricular activities.
- 1.2. Applications for after-hours use of school facilities shall be directed to the local school administration for approval for use from September to June. Applications for use of a property other than a school, or portion thereof, are to be submitted to the Operations Division.
- 1.3. A standard District Facilities Use Agreement Form must be completed by all users.
- 1.4. Each organization or group using the school facility shall appoint a person from the organization who is responsible at all times for the activities of the group while using the school facility. The name of that person shall be stated on the **Facilities Use Application Form**. Unless advised by the organization in writing of any change, the original agreement will be in effect.
- 1.5. There may be situations when there will be a mutual sharing of facilities with other community groups. One of the groups must take responsibility for rental of the facility and make application for it. General Liability coverage for each group still applies.
- 1.6. Any exceptions to these regulations must be approved by the Director of Education.

2. Limitations

- 2.1. The use of school facilities outside regular school hours shall be allocated according to the following priority:
  - a) District or school-sponsored activities and events, such as school dances and school sporting activities.
  - b) Community youth groups such as Cubs, Boy Scouts, Brownies, Girl Guides, and minor sports programs.

- c) All individuals, groups and institutions charging fees for attendance or enrolment such as karate, gymnastics, adult sports and adult education.
- 2.2 The school building is to be used only on the date(s) and for the purpose specified in the approval.
- 2.3 Sale and use of alcohol is strictly prohibited except in accordance with the specific conditions outlined in the policy and Appendix A of these Regulations.
- 2.4 The user agrees to the conditions specified by the District as attached. The Newfoundland and Labrador English School District may require additional information including proof of specific liability insurance coverage for some uses prior to granting permission to use.
- 2.5 The Newfoundland and Labrador English School District will not be liable for any injury received by any participant or spectator or for any loss of, damage to, property, clothing or personal effects of any person or group using school facilities after regular school hours.
- 2.6 Group leaders are to sign out keys from the school principal or NLESD official and return them immediately after the group has made use of the school. In specific cases, the key may be provided on an annual basis. In no case, however, are master keys to be distributed. Duplication of keys is strictly prohibited.
- 2.7 In the event the school is not opened or closed by a member of the school or NLESD administration, a \$50 deposit will be required and will be returned once the key is returned to the school principal. Any cost incurred due to staff or police being called as a result of a false alarm will be charged to the user.
- 2.8 User groups shall be required to use the staff that the District may consider appropriate to ensure the safe and secure use of the school, including but not limited to the school caretaker(s). Fees charged for the caretaker or other staff shall be the responsibility of the user group or sponsor. This cost will be in addition to the regular rental fee. The Principal is responsible to ensure compliance with the appropriate collective agreement.
- 2.9 When groups use school facilities, the group leader is responsible for the security of the building.
- 2.10 If the school caretaker is not hired, the user group is obligated to clean up the venue after use so as to leave it in the same condition and state of cleanliness as it was immediately prior to usage by the group. Failure to do so may result in the group being charged a fee for cleaning the facilities and the loss of rental privileges.

- 2.11 Use of the school shall be restricted to those areas of the building which are absolutely necessary to the approved activity or usage. Only people connected with the event or usage are to be admitted during the period of rental.
- 2.12 All physical activities must be restricted to a room designed for that purpose. When the gymnasium is used for physical activity, only approved gym footwear may be used.

### 3. Cancellations

- 3.1 The Newfoundland and Labrador English School District/school reserves the right to cancel rental to the users with 3 days' notice for other than unforeseen/unavoidable circumstances. In the event of such cancellation, users shall agree that there shall be no claim or right to damage or reimbursement on account of any loss, damage or expense incurred by the user.
- 3.2 If the user has already paid fees to the school but is later denied access for a district or school event, the fees relating to the cancellation will be reimbursed to the user.
- 3.3 If the user does not use the school and does not provide at least 3 days written notice that the school will not be used, then the user will not be entitled to a refund in respect of that use.
- 3.4 In the event schools are closed due to inclement weather or operational issues, all activities may be cancelled and fees refunded. Fees will also be refunded to users who cancel their activities due to inclement weather or operational issues on the weekend.
- 3.5 Users shall not store equipment or supplies without special permission from the school principal. The school and/or the Newfoundland and Labrador English School District will not be held responsible or liable for damages or loss to any non-Newfoundland and Labrador English School District owned equipment or supplies.
- 3.6 If users require equipment to be brought into the school, fixtures or props or any school alterations, the School Administrator must consult with the Operations Division Manager before approving the application.
- 3.7 All materials and/or equipment must be removed immediately after the event has occurred.
- 3.8 Permission to use a school facility does not imply permission to use the school's equipment and consumables.

#### 4. Fees

4.1 School Administrators are responsible for keeping appropriate records for audit purposes. The documentation will encompass fees charged, exchange of resources/services and any approvals for the reduction or waiving of fees. Signing authority rests with the principal or the vice-principal for all school use agreements.

4.2 Rental rates will be charged in accordance with Categories/Classification for rental rates as attached. School Administrators will assign categories accordingly, provided bonafide members of the group are the users.

4.3 Schools will retain revenues except for long term commercial rentals as negotiated by the District.

4.4 The deposit fee shall be 100% of the rental amount of one time use.

4.5 If a School Administrator believes a community user group should have fees waived or reduced, he/she may apply to the Director of Education.

4.6 The following lists the categories/classifications for rental rates. Rates for long term use, for commercial use, or other significant usage of a building must be determined by District Office. All janitorial, maintenance or other costs are in addition to all rental rates.

a) **Category 1**

Groups organized by the community to sponsor programs for schools and children, e.g. Beavers, Cubs, Scouts, Guides, Sports Groups, Cadets.

No charge.

b) **Category 2**

i. Duly constituted public organizations whose object for being is the cultural and/or educational improvement of the Community.

ii. Recognized community groups for non-commercial activities, e.g. Town Councils, Red Cross, etc.

iii. Local Church Groups

iv. Newfoundland and Labrador Teachers' Association

v. Organizations whose purpose is of a charitable or service nature.

When events involve fundraising activities by these groups, the following fee schedule will apply:

- |                       |              |
|-----------------------|--------------|
| ▪ Gymnasium only      | \$40.00/hour |
| ▪ Gymnasium & Kitchen | \$50.00/hour |
| ▪ Classrooms          | \$20.00/hour |

*There will be no rental fees for small, occasional meetings for groups under Category 2, provided that the school is not used for the purpose of fundraising. Janitorial costs may be charged.*

c) **Category 3**

Weddings and other functions of a similar nature:

- Gymnasium only \$250.00
- Gymnasium & Kitchen \$350.00

d) **Category 4**

Conferences and Banquets:

- Classrooms \$20.00/first hour  
\$10.00/each additional hour
- Gymnasium & Kitchen \$350.00/up to three hours  
\$25.00/each additional hour
- Gymnasium only \$250.00/up to three hours  
\$25.00/each additional hour

e) **Category 5**

Political groups during elections campaigns:

- Provincial or Federal Rallies \$400.00/night (3 hours)
- Meetings \$100.00/night (3 hours)

(Other than Political Rallies)

f) **Category 6**

Other community groups (e.g. Weight Watchers, adult sports groups)

- Gymnasium \$30.00/hour

g) **Category 7**

Professional Entertainers (Rising Tide Theatre, Professional Musicians, etc.)

- Minimum \$300.00/performance or a percentage of the gate.

h) **Category 8**

Other Educational Institutions (e.g. College of North Atlantic; Key-in Tech)

- \$20.00 per hour per classroom to a maximum of \$50.00 per night per classroom.
- \$30.00 per hour per specialist room to a maximum of \$60.00 per night per specialist room.

i) **Category 9**

Ongoing minor sports/activities where the group renting the facility is affiliated with a registered sports organization providing sports activities to school age children. (i.e. Minor Soccer, Hockey, etc.)

- \$30.00 for first hour
- \$15.00 each additional hour (\$7.50 for additional one half hour)
- Maximum billings for one week (7 days) to category 9 groups is \$200.00 for regular activities. (Does not include tournaments, etc. where gym is used all weekend).

j) **Category 10**

Where it is the judgment of the school administrator that there is a benefit to students and the community at large, normal rates may be reduced to the following:

- \$15.00 for the first hour
- \$10.00 for the second hour
- \$5.00 for the third hour

## APPENDIX A

### EVENT FORMS:

Forms 602A, 602B and 602C, in addition to 602D, are to be used when requesting permission for functions where alcohol will be served:

### Letter to person/organization requesting permission of use of alcohol:

In addition to the stipulations outlined below, please note that all provisions in *Policy OPER-FM600 – Community Use of Schools and Other Facilities* must be followed, with special attention to the provision of proof of appropriate liability insurance coverage.

Conditional approval is hereby granted such that you can proceed with the planning for the event. Final approval will be granted subject to my approval of a written plan that includes the completion of the attached form and addresses each of the following protocols:

1. The following documents must be attached to your application:
  - a) Newfoundland Liquor Licensing Board Permit
  - b) Newfoundland Liquor Licensing Board Permit for attendance of persons less than 19 years of age (if applicable)
  - c) Proof of liability insurance to cover any potential liabilities arising out of the proposed event
  - d) A signed waiver form that absolves Newfoundland and Labrador English School Board of liability and indemnifies the School Board in respect of any claims that may arise
  - e) A void copy of the event admission ticket clearly showing the name of your group/organization as the event sponsor/owner.
  
2. The 602A Social Events Form must be completed to provide the following information:
  - a) An outline of your plan for pre-arranged transportation from the event for all participants through a source that can be counted on to provide transportation free of the influence of alcohol (i.e. designated drivers, taxis, bus).
  - b) An outline of your plan of communication on the availability of the transportation to the participants in the event before the event. This will enable participants to position themselves not to be responsible for a vehicle at the end of the event.
  - c) A plan to ensure monitoring of alcohol consumption and participant departure that is commensurate with the number of people anticipated to be in attendance. Monitoring is to be conducted by responsible adults who themselves commit to being alcohol and drug free during this event. The individuals designated herein must understand that he/she is to intervene in the event that an apparently impaired participant should start to leave the event in a manner which might pose a risk to himself/herself or persons with whom he/she

may come in contact. Risk posing activities would include operating a motor vehicle, departing unaccompanied or moving on to another site for alcohol consumption. Appropriate intervention would include discouraging leaving, reminding the individual of the availability of transportation, calling a taxi for the individual, requesting the individual to pass over vehicle keys and calling the police if an impaired person appears intent upon operating a motor vehicle.