COMMUNITY ACCESS TO SCHOOLS (NON-SCHOOL USE) “REVISED”

FOR STAKEHOLDERS REVIEW (April-May, 2015)

OPERATIONAL SERVICES 400
Community Access to Schools (Non-School Use) OST 422
Adoption Date:

Scope

This policy governs Cape Breton-Victoria Regional School Board’s community access to school facilities, utilizing space typically used by the school board to provide programs and services to students.

Purpose

To provide a framework for community use of the Board’s school facilities.

Policy Statement

It is the policy of the Cape Breton-Victoria Regional School Board to allow community use of school facilities in accordance with the terms and conditions contained herein.

Authorization

This policy has been authorized by the Board under motion=s number …

Responsibility

It is the responsibility of the Director of Operations to ensure that this policy and administrative procedures are implemented.

Implementation

The Director of Operational Services or designate will implement the policy and administrative procedures.

Cape Breton-Victoria Regional School Board Policy and Administrative Procedures
Facility Use Application and Agreement

1.1 Definitions:

For the purpose of this policy, the following definitions apply:

Agreements

“Facility Use Agreement” means an agreement with a municipality or other representative of community groups to provide services or to assume responsibilities in exchange for access to facilities on a day-to-day basis as agreed.

“Joint Use Agreement” means an agreement as defined in the Education Act, between a municipality and a school board. The Minister of Education has signing authority in law for all Joint Use Agreements.

“Partnership Agreement” means an agreement with a community use group which replaces the usual rental agreement and which sets out the terms and conditions for recurring access by group members to a school facility and equipment during either in-school or non-school hours.

“Rental Agreement” means an agreement allowing a user to use a facility on a specific date and time which sets out the user groups responsibilities and which waives liability in a form which school boards may devise and which contains, at a minimum, the information shown in Appendix “A”.

“Hub Agreement” means an agreement allowing a proponent to use public school space and made in accordance with ministerial guidelines for a Hub school model.

Costs/Fees

“Direct additional costs” means expenditures which can be readily calculated and which school boards would not have otherwise incurred except for the presence of a community user group in a facility (examples are additional cleaning, custodial, supervision or services costs or direct costs for consumables/supplies used).

“Free of charge” means services that are provided from within the existing school schedule or infrastructure, that is, without a need for additional services, supervision or provision of consumables.

“Operating costs” means a cost to a school board of having a user group in a facility and includes, but is not limited to, costs for heat, electricity, computer/copier toner, wear and tear or organizational time.
“User fee” means a fee a school board charges a user, other than students, youth, or seniors, that contributes to, or offsets, operational costs of a school board.

“Commercial user fee” is a user fee charged to a for-profit user that reflects prevailing commercial/institutional rates in the geographic area.

Users:

“Commercial” or “for profit” means any user, activity or undertaking whose purpose is to generate revenue for other than educational or community purposes.

“Non-profit” means activities or users for which profit is not the primary purpose, and for greater clarity, is limited to activities conducted for the purpose of raising funds for educational or community purposes.

“Organization” means any group which has a defined organizational structure, responsible oversight, and a defined purpose.

“Private Use” means use for an event or activity under the supervision of an adult or a group of adults.

“School use” means any use of a building or grounds by students of the school with the express approval of the school principal and under the supervision of school staff or other responsible person approved by the principal for the purpose of (a) delivering the academic program, (b) for extra-curricular activities related to the school program, (c) for special purposes which benefit and/or are available to all students in the school.

“Student” means any person who attends public school in Nova Scotia.

“Youth” means any person up to the age of 21, other than a student.

“Senior” means any person age 55 and older.

1.2 Permits:

Permits are required for rental agreements as defined in Article 1.1 See sample permit (Application Procedure) and instructions there in.

1.3 Priority:

The Cape Breton-Victoria Regional School Board will have priority rights for use of school properties, playgrounds and facilities without time restriction.

During July and August the maintenance of schools shall take precedence over all other activities.
Policy - Community Access to School (Non-School Use)  
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The order of priority use shall be:

1. School use and school programs including curricular, extra-curricular, or any other activities organized by the school to provide programs, or services benefiting students.
2. School Board use - including Adult Education and CAP Sites.
3. Municipal use and Recreational Department use.
4. Community youth and Senior Citizen groups.
5. Other community users.

1.4 Responsibility:

It is the responsibility of the organization using the facility to ensure personal safety by compliance with applicable health and safety regulations. Any group using the property will be responsible and charged for any breakage or damage to the building facilities, equipment or furniture.

Basic to any and all agreements entered into by the School Board with any organization or individual is the requirement that the property, equipment or facility will be ready and in satisfactory condition for the next regular scheduled school activity. Any activity that will require the facility to be unavailable for the next school activity will not be approved.

No students, or other persons, shall use school property without direct supervision of a person or persons having authority or responsibility for the facility as indicated on the application for the use of the facility.

For all youth groups using school property, there shall be a minimum of one adult for every 10 youth present and at no time less than two adults.

User groups must:

- Ensure the proper screening of all staff and volunteers who work with children and youth.
- Ensure participants respect and do not wilfully misuse the facility while on site.
- Ensure facility is tidied or cleaned up after use, according to board policy.

1.5 Cancellation:

- Where any rental is cancelled by the group, fees paid will be reimbursed less any expenses of the board resulting from the rental.

- When school is cancelled (such as due to weather conditions) all access to school facilities are also cancelled. Any fees paid by the group will be reimbursed.

- The Board may cancel any activity with reasonable notice. Any fees paid by the group will be reimbursed.
- The Board, through its representatives, may immediately cancel the use of the facility if the user is found to be in breach of this policy. Any fees paid will be reimbursed less any expenses of the board resulting from the rental.

- On weekends and holidays, during the winter, if the snow is not removed from grounds and walkways, including entrances - the event shall be cancelled.

1.6 Regulations:

All groups using the schools shall be properly organized in that there is a structure, responsible oversight and stated purpose and they must comply with this policy and such other regulations regarding the building and facility which may be, from time to time, laid down by the Cape Breton Victoria Regional School Board.

There is a no smoking policy in the schools and on the grounds.

There is to be no alcoholic beverages served in the schools.

1.7 Liability:

The Board will not be responsible for any loss of personal or organizational property, nor for injuries to any person, when the property is in use under the terms of this policy.

1.8 Equipment:

Rental of school facilities does not imply permission to use equipment not attached to the building. For permission to use such equipment, special approval must be obtained from the school principal. This should be done at the time of the application. Such approval includes use of chairs in an auditorium, gym equipment, sound equipment, etc.

1.9 Duration:

All activities are to end one-half hour before the cleaning staff leave the building, unless other arrangements are made at the time of application.

1.10 Security:

The security of the user, building, contents, and grounds is of paramount importance.

Any group or organization renting school facilities for a dance must provide a minimum of four responsible adults - two of whom must be uniformed security, to be conspicuously on the school premises for the duration of the activity. The cost for this service is to be paid by the group or organization using the school facilities.
1.11  Occupancy Limits

a. The National Building Code of Canada restricts the number of persons allowed to occupy buildings and rooms at any one time. At the time of the application, the Board shall indicate maximum number of participants. The maximum number of persons allowed will be determined by the Operational Services.

b. It is also the responsibility of the user to ensure that all exit doors are kept clear and operational at all times during the occupation of the facility.

1.12  Connection and Operation of Electrical Equipment

a. Certain activities such as dances and concerts may require the use of high capacity lighting and sound equipment. If such an event is planned, the entertainment or performing group must contact the Operational Services prior to applying for use of the school to determine the type of electrical services required. This information must be stated on a separate attachment to the application form and should include phase, voltage and amperage.

b. It is the user group’s responsibility to ensure that all sound, lighting and other electrical equipment brought into the school meets current safety standards with respect to construction, installation, maintenance and the operation thereof.

c. Connections to the building electrical system shall only be made through existing approved receptacles and matching connector plugs. If available power is inadequate to meet requirements, arrangements for temporary service must be made through the Operational Services upon application (at least 21 days prior to the event). Any costs associated with this are to be covered by the user group.

d. No access to the interior of electrical panels whatsoever is permitted by other than School Board electricians. Evidence of such unauthorized access will result in immediate cancellation of the event.

e. Any costs to repair damage caused to the building or electrical systems shall be charged to the user group.

1.13  Fire Alarms

The sounding of a fire alarm during any occupancy of the building requires the immediate and orderly evacuation of the building. It is not to be re-entered until the all clear message is conveyed by the appropriate authority. The user accepts responsibility for a false alarm while they are in the building.
1.14 Use of Gymnasium

   a. Footwear

      All persons walking on or participating in sports on gymnasium floors shall wear clean athletic shoes designed for that purpose, having soft, non-marking soles. No street shoes, boots or athletic shoes worn outside shall be allowed at any time on an uncovered floor (i.e., no tarps).

      Footwear causing black marks on the floor is definitely not permitted.

   b. Equipment

      All equipment used in the gymnasium shall be of a type specifically approved for this purpose.

   c. Food and Beverage

      Absolutely no food or beverage allowed in gymnasium except with special occasion permit. (except for water)

   d. Conduct

      Body contact sports, rough play and profane language are prohibited.

   e. Cleanup

      Gymnasium, locker rooms, washrooms and any other areas used shall be left in a clean and tidy condition after use.

1.15 Fees

   Fees for the use are to be paid in full one week prior to the date of the event. The fees for use of facilities are as per Appendix B.

   (See tables C1 & C2)

   Proceeds from fees collected (less actual expenditures) will be split between Operational Services and the school on a 50/50 basis.

   The fees for use of school board facilities consists of two components:

   1) A rental fee as per Table C1 or C2 as applicable.

      This fee will be distributed as follows:
      10% to Operational Services to cover consumables;
      40% distributed to all schools on a per student basis;
      50% distributed to the school where the rental takes place.
2) A custodial fee for all hours of use beyond the regularly scheduled hours of the custodial staff. The cost of these hours will be in accordance with the Collective Agreement covering the employees plus 20% to cover additional payroll expenses such as employee benefits, UIC and CPP. The number of hours necessary will be agreed between the user and the building custodial staff prior to completion of the application.

### Dispute Resolution

In the event of a dispute regarding the administration of the policy which could involve the procedures governing the use of the facilities, fees charged, etc., the matter will be referred to the Board’s Senior Staff for a resolve.

### Associated Forms

Facility Use Application and Agreement.

### Policy Review

This policy will be reviewed by the Director of Operational Services within three years.

### Distribution

Board Members, all Manual Holders, Community Users
APPENDIX “A”

APPLICATION PROCEDURE

A1. Permits

Permits for use of schools are issued upon application and are required for all non-school use of facilities

A2. A. No one is permitted to use a school facility, as required by this policy, until approval has been received.

b. Application forms are available at all schools, at the School Board’s Central Office, and at the Operational Services Office.

c. Section 1, indicated as “Applicant Information” shall be filled in by the applicant.

d. Forms should be completed by applicant at least one month in advance of date(s) required. For regular (i.e. weekly) uses throughout the year, the applications should be completed as early in the school year as possible. The application must be renewed each school year.

The applicant should be aware of the notes on the application form, particularly as they apply to cancellation and final approval.

Unless special permission is obtained, no activity will go later than one half hour prior to the departure of school cleaning staff.

e. The completed application along with any application fees are to be forwarded to the Principal of the school. The Principal will approve or deny the application depending upon available time slots and proposed use. No application will be approved until required fees are paid in full. Certain restrictions may be applicable. Priority will be in accordance with this policy.

The Principal (or his/her delegate) will keep a log of approved time slots for various activities.

f. The completed application form, along with the fees, will then be forwarded to the Director of Operations. If approved by the Principal, the Director or his designate, will review to ensure that satisfactory arrangements have been made for security, opening/closing, and cleanup. In addition, rental fees paid will be reviewed to assure consistency in application of the policy (as applicable) in accordance with policy.

The Director of Operations or his delegates will distribute copies of the approved application.
g. Upon written notification, the applicant is permitted to use the facility.

h. Users will be billed should a call-out be made as a result of the security system. Frequent breaches of security will result in cancellation of the application. The call out rate is as per the CUPE Collective Agreement.

A3. Custodians and Cleaning Arrangements

All groups using school facilities, unless alternate arrangements are made and approved, are to make mutually satisfactory arrangements with the school cleaning staff regarding opening and closing, security and cleanup of the facility. Cleanup must be done to the satisfaction of the school cleaning staff and the school principal. Failure to do this will result in back charging for such cost and possible termination of future use of the facility.