# Christ the Teacher Catholic Schools

# ADMINISTRATIVE PROCEDURES

SECTION: 500 – BUSINESS PROCEDURES CODE: AP 547

PROCEDURE: COMMUNITY USE OF SCHOOLS

#### **BACKGROUND**

The primary purpose of a school facility is to serve the educational needs of its students. When available, the facility may be utilized by individuals or community groups for appropriate civic, cultural, welfare or recreational activities that do not infringe upon, nor interfere with the operations and interests of the Division. Public use of school facilities shall not interfere with school needs, programs or the security/maintenance of the school. The availability will be made with the provision that there is no additional cost to the Division. Depending on the user group, a rental fee may or may not be charged by the Division.

The Director/designate has the authority to establish a schedule of market value fees for groups to use school facilities.

### **Definition**

<u>Profit</u>: Any person who receives a fee for service, instruction, or for a product is deemed to be in a profitable venture and therefore making a profit.

## **PROCEDURES**

- 1. School activities and events will take priority over all public use of school facilities.
- 2. Under normal circumstances, 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.
- 3. Liability: The renter shall indemnify and save harmless the Division from all liabilities, damages, costs, claims, suits or actions arising from:
  - 3.1 any damage to the property howsoever occasioned by the use and occupation of the premises; or
  - 3.2 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.

Insurance: Without limiting the generality of the renter's promise in the paragraph above, the renter shall maintain, during the term of occupation of the rented premises, comprehensive general liability insurance in an amount not less than \$2,000,000. Christ

the Teacher Catholic Schools reserves the right to require proof of insurance where planned activities are deemed to be risky by the principal and/or Chief Financial Officer.

- 4. Under the general supervision of the Chief Financial Officer the school principal is responsible for facility rentals and leases. Rental rates will be based on the Division rental rates for the specific facility per the community usage rental forms.
- 5. Requests for use of school facilities shall be made through the Principal. Facility Rental Application forms are available at the school administration offices or on the Division website.
- 6. Persons or organizations using the school shall be responsible for adequate supervision of individuals participating in the activities.
- 7. All community use of school facilities activities shall be concluded by 10:00 p.m. unless the Principal has approved prior arrangements and users must comply with facility use guidelines and regulations including any government health orders in effect during the date of use.
- 8. If warranted, classroom or gymnasium caretaking fees may be charged to the above groups for weekend and after school use (e.g. set-up, cleaning, call-backs to open and/or close the building).
- 9. The following activities will be subject to rental charge and when necessary caretaking fees:
  - 9.1 Organizations, groups, and clubs that are service-oriented in nature but whose function is to raise funds for the respective non-profit organization
  - 9.2 Organizations, groups, and clubs that hold events in the gym where admission fees are collected.
  - 9.3 Private business or groups including those with school-aged children (dance studios, martial arts, piano lessons, etc.).
  - 9.4 Competitive club and elite teams.
  - 9.5 Other adult organizations.
- 10. Gymnasium renters will have access to basketball hoops, volleyball standards and nets, and badminton standards and nets, provided these resources exist at the facility. It is expected that consumable sporting equipment will not be provided by the school for all non-school activities (rackets, volleyballs, basketballs, floor hockey sticks, badminton birds, etc.).
- 11. The use of schools for polling places is permitted provided classes are not dismissed to accommodate the poll. The government sets provincial and federal election facility rental rates. Maintenance staff, the School Principal or designate will secure the building after the poll is closed, unless other arrangements have been approved.
- 12. Rental fee payments will be collected and deposited by the school administration unless arrangements have been made to forward payment to the Division Office.
- 13. Cancellations will be subject to the hourly or daily rental rate if not provided forty-eight 48 hours prior to the dated booked, unless a valid reason for the cancellation is provided.
- 14. An effort will be made for equitable distribution of facilities amount various organizations and block booking of facilities may be reviewed, where facilities are booked but not utilized.

- 15. The Principal may issue a key to a member of the sponsoring organization for the particular function with user codes required for building access to be activated via the Maintenance Department.
- 16. The Division prohibits the use of alcohol (and any illegal drugs) in all of its schools, school program locations, or on school grounds. Under special circumstances and at the discretion of the Director, limited use of alcohol may be approved for the Division Office facility only, provided that students or other minors will not be in attendance at the function.
- 17. The use of tobacco products is prohibited in all Division owned and/or operated facilities and school grounds.
- 18. Persons or organizations using the school facilities shall be responsible for any damage to school premises, equipment or facilities as a result of the activity or function. When damage to school facilities, furniture and or equipment occurs as a result of community use of school activities, the cost of repair or replacement will be the responsibility of the sponsors of the activity. The principal or designate shall be responsible for the collection of the cost of repair or replacement due to damage as a result of community use of school facilities.
- 19. The Principal shall consider the information contained in this and related administrative procedure documentation when ruling on all requests for the community use of his/her school.
- 20. The Principal will use his discretion on a Request for Community Use of their school during the Christmas, Easter and summer breaks.
- 21. Groups or organizations may store their supplies or equipment in the school provided space is available and arrangements are made with the Principal.
- 22. The Division reserves the right to set and adjust rental rates according to usage.

Reference: Sections 85, 87, 108, 109, 110, 175, 343 Education Act

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