



DIVISION: OPERATIONS

POLICY #: OPER-FM600

POLICY NAME

COMMUNITY USE OF SCHOOLS AND OTHER FACILITIES

POLICY STATEMENT

The Newfoundland and Labrador English School Board (NLESD) may make district facilities available for other educational, social, cultural, recreational and appropriate commercial activities for the general community when not required for district educational purposes.

BACKGROUND

The primary function of the District's school facilities is to serve the needs of the students. A secondary function is to provide, where feasible and practical, school facilities to serve the educational, recreational and social needs of the community.

SCOPE

This policy will apply to all school facilities in the Newfoundland and English School District, subject to any provisions contained in existing agreements with other institutions, organizations or corporations.

POLICY DIRECTIVES

1. Government's General Liability Insurance policy will cover school sponsored events where the participants are students in the K-12 school system, as well as smaller pre-approved commercial events. This coverage allows for community groups to rent the school facilities without having to provide proof of liability insurance. However, Proof of General Liability Insurance acceptable to the District is required when the school premises are used for commercial purposes, or where approval has been requested to serve alcohol. The latter two uses must be pre-approved through application to District Office and proof of general liability insurance must be
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provided with Newfoundland and Labrador English School District included as an additional named insured prior to rental.

2. The Newfoundland and Labrador English School District Assumes no responsibility for any loss or damage of any kind or nature whatsoever arising from the use of the District's facilities where the use is not specifically related to District educational purposes.
3. Users shall comply with all applicable health and safety regulations, local ordinances, fire and building code regulations and policies of the Department of Education and the District.
4. The user shall provide suitable adult (18 years and older, 19 years and older in cases where alcohol is served) supervision of the activities during the time of use.
5. Smoking and the consumption of alcohol on District property is strictly prohibited, except under extremely rare circumstances where the District may approve alcohol consumption for events for which there is no other suitable location within the school community to hold the event. For example, a wedding reception in a rural community where the school is the only suitable facility available. Such approval may be granted by the Director of Education in accordance with District regulations.
6. Organizations or groups who, as a result of misuse, cause the school or District to incur extra expenses shall be billed accordingly and may lose permission to use the facilities.
7. Any damages to school property by the user group must be repaired immediately to the satisfaction of the District. Failure to carry out the necessary repairs will result in cancellation of future use and potentially legal action to recoup the costs associated with the damage.
8. To avoid competition with the private sector, school use agreements authorizing the use of school facilities for private use or for personal or commercial gain will only be considered if there is no suitable facility available in the community; or the person or organization is charged a rental fee comparable to the commercial rate for a similar facility.
9. If a School Administrator believes that fees for a particular community user group should be reduced or waived, or if it can be demonstrated that a donation in lieu of fees would be more reasonable in the particular circumstances, application to this effect may be made to the Director of Education.

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Policy:	Community Use of Schools and Other Facilities	OPER-FM600
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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.

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- 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.

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- 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. ~~and that a~~ 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 ~~shall~~ 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.

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- 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.

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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

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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

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APPENDIX A

EVENT FORMS:

The attached 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 attached 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

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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.

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SOCIAL EVENTS FORM

(Community Groups)

Event: _____

Location: _____

Date/time: _____

Purpose of the Event:

Estimated number of Guests: _____

Individuals Responsible for Organizing and Overseeing the Event:

1. Have you attached the following documents?

		Yes	No
a.	Newfoundland and Labrador Liquor Board Permit	a. <input type="checkbox"/>	<input type="checkbox"/>
b.	Newfoundland and Labrador Liquor Board consent for attendance of persons of less than 19 years (<i>if required</i>)	b. <input type="checkbox"/>	<input type="checkbox"/>
c.	Proof of liability insurance	c. <input type="checkbox"/>	<input type="checkbox"/>
d.	A signed waiver form absolving NL English School Board of all liabilities related to your event	d. <input type="checkbox"/>	<input type="checkbox"/>

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2. Please outline your plans in respect to the following:

a. Pre-arranged safe transportation

b. Communications in respect to safe transportation ***prior to*** and ***during*** event.

c. Monitoring of alcohol consumption and patron departure

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Request for Alcohol Use Check List

Function:		
Date:		
Received		Comment
<input type="checkbox"/>	Newfoundland Liquor Licensing Board Permit	
<input type="checkbox"/>	Newfoundland Liquor Licensing Board Permit for attendance of persons less than 19 years of age (if applicable)	
<input type="checkbox"/>	Proof of liability insurance to cover any potential liabilities arising out of the proposed event <u>listing "NL English School District" as a named insured.</u>	
<input type="checkbox"/>	A signed waiver form that absolves NL English School Board of liability and indemnifies the School Board in respect of any claims that may arise	
<input type="checkbox"/>	A void copy of the event admission ticket clearly showing the name of your group/organization as the event sponsor/owner	
<input type="checkbox"/>	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).	

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<input type="checkbox"/>	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.	
<input type="checkbox"/>	A plan to ensure monitoring of alcohol consumption and participant departure that is commensurate with the number of people anticipated to be in attendance.	
<input type="checkbox"/>	Monitoring is to be conducted by responsible adults who themselves commit to being alcohol and drug free during this event. A written commitment to this effect is required.	
Signature:		Date:

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SAMPLE WAIVER FORM

Event _____

Time _____

Place _____

Sponsor (Individuals/Group/Agency)

This is to confirm that _____ has his/her/its own liability insurance in respect to any and all liabilities that may arise from the above noted event. Furthermore, the undersigned confirms that he/she has the legal authority to sign for the said sponsor and that the said sponsor will inform all individuals associated with the said event that NL English School Board is not a sponsoring agency and assumes no responsibility or liability for accident or loss that may result during the said event, the planning of the event, or other related activities following the event.

Signature _____,

Date _____

On behalf of (Name of Sponsor)

Signature of Witness

#1 _____ Date _____

Signature of Witness

#2 _____ Date _____

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Appendix B

NEWFOUNDLAND & LABRADOR ENGLISH SCHOOL DISTRICT COMMUNITY USE OF SCHOOLS AND OTHER FACILITIES POLICY

Facilities Use and Rental Agreement Form

Group Name:		
Name of Contact Person:		
Address with Postal Code:		
Telephone:	Home:	Business:
Facility Requested:		
Part of Facility Required:		
Period/Frequency Requested:		
User Category:		
Rate:		
Purpose of Activity:		

CONDITIONS OF USE

1. The leader or president, etc. is responsible for the proper use of the building and property by ensuring all participants are familiar with board policy – Community Use of Schools and Other Facilities Policy, aware of emergency evacuation plans for the building rented and advising participants that no individual insurance coverage is provided. (Groups may wish to purchase their own personal accident insurance coverage).
2. Adequate and responsible adult personnel must be available to supervise when students/youth are present.

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3. The building will be left in the same condition as it was found. Any costs for cleanup will be charged to the user at the applicable rate.
4. If it is necessary to move such items as desks, books, etc., they must be returned to their proper position so that school classes will not be disrupted.
5. Any damages which occur will be repaired or replaced at no cost to the School Board. The School principal will be informed immediately and given full details of such damage.
6. Group leaders must ensure before leaving:
 - a) That all windows and doors are secured and that the thermostat is set at the temperature at which it was found;
 - b) That an inspection takes place of all areas used and any evident fire hazards eliminated. Any hazard that cannot be immediately eliminated must be reported to the School principal as soon as possible.
 - c) That all applicable health and safety regulations, local ordinances, fire marshall and building code regulations are complied with.
 - d) That all participants adhere to capacity limitations for rooms rented and limit activity to that part of the facility rented.
 - e) That approved gym footwear is used when utilizing the gymnasium for physical activity.
7. Smoking is not permitted.
8. Use of alcohol is not permitted unless specifically approved, in writing, by the District.
9. The School Board or School Principal has the right to request the cancellation of any activity. Reasonable notice of such events will be given to the contact person named in the Agreement.
10. With reference to a property that has been landscaped, extreme care will be taken to ensure that participants in the group are kept off the landscaping at all times.
11. The School Board will not be liable for any type of loss relating to or arising out of the event and liability for any such losses is the sole responsibility of the User.
12. The User agrees to indemnify the District for any and all claims against the District associated with the use of the school by the User.
13. This agreement can be canceled at any time by the School Board, but in any event, concludes June 30th of the school year in which the Agreement was made.

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**All users shall comply with Board policy on after-hours use of school facilities.
Further details on the Board policy may be obtained from the school principals.**

LICENCE AGREEMENT	
<p>The licence agreement is between the Newfoundland and Labrador English School District, hereinafter called the "District" and (organization, group or individual) hereinafter called the "User". The District hereby licences and permits the user to use the facility as described in this Agreement. The User has read and accepts terms of this policy governing Facility Use and Rental and accepts responsibility for any damage or breakage to the school building or property by the user or one of his/her members, guests or participants. The user agrees to the conditions specified by the District as attached. 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.</p> <p>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, or damage to, property, clothing or personal effects of any person or group using school facilities after regular school hours.</p>	
Rental Fee:	
Name of Group Rep (Please Print):	
Signature of Group Rep:	Date:
Approved by:	

APPROVED: _____

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