

**CHIGNECTO-CENTRAL
REGIONAL SCHOOL BOARD**

POLICY #OS-G-09

USE OF SCHOOL FACILITIES

[BOARD MINUTE #08-97, Page 4]

The Chignecto-Central Regional School Board believes that:

- school facilities are intended primarily for the educational, co-curricular and extra-curricular use of funded students (Grades Primary - 12)
- secondarily, school facilities are valuable community assets and should be available to the community for educational, cultural and recreational purposes

Furthermore, the Board recognizes its responsibility to ensure that school facilities are used primarily by students (P - 12) and, to the extent possible, made available for use by the community.

Accordingly, the Board expects the Superintendent of Schools (or designate) to prepare, implement and monitor guidelines and procedures such that:

- primary and priority use of school facilities will be for students of the region;
- school facilities are made available for community use to the fullest extent possible;
- there is no cost to the Board associated with the use of school facilities for non-school purposes;
- community use of school facilities does not negatively impact upon instructional time or student use of facilities or the regular operations of the school;
- community use of school facilities is co-ordinated as described in the document, **"Use of School Facilities . . . Guidelines"**.

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD
USE OF SCHOOL FACILITIES – # OS-G-09
GUIDELINES

1. Fundamental to any and all agreements or arrangements for use of the facilities is the requirement that all property, equipment of facility will be ready and in satisfactory condition for the next regularly scheduled activity. Any activity that will result in the facility not being available for the next activity, or which will reflect adversely on the operations of the school or school board, will not be approved. **There must be no loss of student instructional time resulting from the use of school facilities for non-school purposes.**
2. Principals are to ensure the CCRSB **PERMIT FOR USE OF SCHOOL FACILITIES** is completed for **ALL** activities that occur outside the regular school day (*i.e.* after 6:00 p.m. on weekdays, weekends, and non-school days/holiday periods) whether organized by the school or an outside user. Any use which represents an exception to the guidelines, whether paying a fee or gratis use, must be referred to the Superintendent of Schools (or designate) for approval. Permit copies are to be distributed to the applicant, custodian, the Operational Services Department, and, as appropriate, the Coordinator of Community Education and Partnerships.
 - * School Board will submit annually to the *Department of Education* a report detailing the non-school use of its facilities (including hours used, number of Partnership and Joint Use Agreements, and revenue).
3. Scheduling and approval of the use of school facilities according to the provisions of these *Guidelines* is the responsibility of the school principal. Where an event will require changed or additional custodial or security services, the Principal will consult with the custodian before granting approval. Additional costs for such services will be charged directly to the user.
4. The principal will maintain a calendar of all scheduled activities. The calendar will identify the part(s) of the building being used and the duration of the activity. The custodian may deny access to the facility to any person who is not a participant in the approved activity.
5. All users must comply with applicable school, Board, municipal, and provincial policies and regulations. Specific examples would include:
 - a. Users will be responsible for acquiring **liability insurance** of not less than \$1,000,000. (with the Board named as an additional insured). The Board does not accept liability for any such damages, loss to personal property or injury to persons attending the event. [*Note: The liability limit recommended is dependent upon the type of organization and the use of the school space.*]

Higher risk activities such as physical activities (aerobics, sports) and those involving the service of food and/or liquor would fall into the \$2-\$5 million area. Other activities, such as chess club, could carry a limit as low as \$1 million.]

- * Organizations who are regular users of a facility could provide certificates on an annual basis providing the certificate covers “all activities and events” of the organization and they agree to notify the school board of insurance cancellation or non-renewal.
 - b. **National Building Code** restrictions on the number of persons who may occupy certain structures and rooms at any one time must be enforced by the user.
 - c. All users must observe **fire safety regulations** (ex. All fire exits to be kept accessible, operational, and unobstructed at all times; any fire alarm will immediately result in the orderly evacuation of all occupants and re-entry only upon clearance of appropriate authority).
 - d. All users will observe the Board’s **smoke-free policy**.
 - e. The user must ensure that any sound, lighting, or other electrical equipment brought into the school meets current safety standards with respect to construction, installation, maintenance and operation thereof. Connection to the building electrical system shall be through approved receptacles and matching connector plugs. If available power is inadequate to meet requirements, arrangements for temporary service must be made through the Property Services Division at least three weeks prior to the event with any related costs charged to the user.
 - f. Blood Donor Clinics will follow the guidelines as set out in *Appendix C*.
 - g. Any group providing direct services to children must have screened staff, paid or volunteer, using Criminal Reference Check and Child Abuse Registry.
6. Permits for non-school users (including Community Education programs) as well as student activities (ex. athletic and arts events) will be cancelled on days when school is cancelled unless special prior arrangements have been made. Such special use may entail additional custodial costs for the user.

7. All applicants for the use of school facilities must be responsible adults.
Department statement: All user groups must demonstrate they:
 - ... are organized, in that there is a structure, responsible oversight, and a purpose.
 - ... qualify for, and can obtain liability insurance.
 - ... ensure the proper screening of all staff and volunteers.
8. Evening activities held Monday to Friday during the school year should **end not later than 9:30 p.m.** to allow for proper cleaning and securing of the building. Usage beyond 9:30 p.m. may entail additional custodial costs for the user.
9. Participants in any activity shall be restricted access to those areas designated for the activity along with associated entrances, hallways, and washrooms.
10. Supervision of the activity and all participants (including spectators) is the responsibility of the group authorized to use the facility.
11. Alcoholic beverages may be served at functions sponsored by non-profit organizations or for private functions for non-profit purposes. Only the membership and guests of the sponsoring group or individual will be permitted access to the event. Events at which alcoholic beverages will be served are generally scheduled during evening hours and must have proper licensing by the Liquor License Board.
 - ♦ The user group must have **liquor liability insurance** and provide a copy of the certificate of the liquor liability insurance to the school at the time of acquiring the permit.
 - ♦ Any user activity that allows liquor to be served must have (and pay the cost of) a minimum of **four responsible adults** (security guards, firemen, commissionaires) to be conspicuously present at the event for the duration of the activity.
12. Un-sponsored groups, traveling shows, and youth dances (other than those sponsored by the school) shall not be granted use of school facilities.
13. The user of grounds or playfields is required to maintain the field to a standard acceptable to the Principal and community.
14. School facilities and equipment will not be rented to private businesses that are in competition with other local businesses.
15. Users of facilities will be held responsible for any breakage or damage that occurs to the building, grounds, equipment, or furnishings as a result of their use of the facilities.

16. The Board reserves the right to require the curtailment of any activity that may endanger any Board facility, building, equipment or furnishing.
17. Keys, alarm controls, and the opening/closing of the facility shall be the responsibility of a Principal-approved person. (*Note: A false alarm arising due to the negligence or non-compliance of a building user will result in the user being billed for the costs incurred.*)
18. Fees shall be remitted to the Principal at the time the permit is approved (and should be four weeks in advance of the activity). Non-profit group fees as well as 50% of private/commercial fees shall be retained by the school and used for facility improvements/equipment replacements. Harmonized Sales Tax and 50% of private/commercial fees will be submitted to the Board on a monthly basis. Additional fees for excessive usage of electricity or other utilities may be charged if appropriate. Procedures for accounting of all user fees shall be as prescribed by the CCRSB Director of Financial Services.
19. Security Deposits shall be paid at the time of acquiring the permit and, subject to an acceptable review of the facility, will be returned to the user.
20. Rental of a facility for any purpose does not include consumable or non-capital furnishings or equipment (such as basketballs, badminton racquets, sound systems, audio-visual equipment, tables, chairs, etc.). Such items may only be obtained with special permission of the principal.
21. Permission for overnight activities shall not be granted without prior approval of the School Board.

Note: Under the requirements of the Department of Labour, non-school event audiences of over 200 may not be seated in a public facility in rows exceeding 8 chairs without the use of “ganged” chairs.

Distribution: Policy and Procedure Manual holders

APPENDIX A: FEE STRUCTURE

Fee Definitions:

- a. **“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).
- b. **“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.
- c. **“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.
- d. **“User fee”** means a fee a school board may charge a user other than students or youth that contributes to or offsets operational costs of school boards.
- e. **“Commercial user fee”** is a user fee charged to a for-profit group that reflects prevailing commercial/institutional rates in the geographic area.

1. **“Gratis” Use (No rental fees but may be costs for custodial, security, etc.)**

NOTE: The following three conditions must be met:

- a. The activity is not a fund-raising event (unless all profits go directly to school or school activity).
 - b. There is no registration fee for the community-organized activity other than possible recovery of material cost or instructor fees (i.e. charitable, non-profit organization).
 - c. If a recreational activity, all participants must be students of the Chignecto-Central Region.
- ◆ School support groups (band auxiliary, school alumni association, school foundation, etc.)
 - ◆ Education programs sponsored by the School Board, Department of Education, Department of Health, etc. (ex. Community Education, Community Schools, parenting courses, health clinics . . .)
 - ◆ Programs and informational meetings sponsored by local municipal and town governments (ex. Rate payers, planning, fire department . . .)
 - ◆ Youth meetings (ex. 4-H, Scouts, Brownies . . .)
 - ◆ Community-based music and drama festivals.

- ♦ Community-organized non-profit, non-commercial recreational groups for students who attend schools in Chignecto-Central Region or youth (under age 21).
- ♦ Other groups deemed by the Principal (in consultation with the School Advisory Council) to be similar to those identified above.

2. Rental Fees for Non-Profit Groups/Organizations/Individuals (charges for Direct Additional Costs and/or Operating Costs)

- ♦ Charitable/non-profit registered organization using the facility for fund-raising activities (ex. Fire Departments, service clubs, dance organizations, swim clubs . . .) where funds support activities of Chignecto-Central students or community purposes
- ♦ Churches/religious groups (Sunday School for CCRSB students exempt)
- ♦ Recognized political groups or candidates (ex. provincial/federal/municipal campaigns; school board elections exempt)
- ♦ Celebrations (weddings, receptions, family reunions, birthdays, etc.)
- ♦ Elections (ex. polling stations)
- ♦ Non-profit, community organization recreational adult activities (including School Board, School, Community Schools, and Municipal Recreation Departments)
- ♦ Other groups deemed by the Principal (in consultation with the School Advisory Council) to be similar to those identified above

NOTE: Where a formal written partnership agreement exists between the school and a community organization (including municipal agencies) that provides for financial or in-kind contributions to the school equal to or in excess of the rental fees, such non-profit fees shall be waived.

3. Private/Commercial Rental Fees

- ♦ Private individuals/groups generating revenue
- ♦ Businesses
- ♦ Private adult dances
- ♦ Groups where business or commercial employment opportunities are provided for one or more groups (ex. investment clubs, private sport/recreational/cultural programs . . .)
- ♦ Other groups deemed by the Principal (in consultation with the School Advisory Council) to be similar to those identified above.

APPENDIX B: RATE STRUCTURE

	Group 2 Non-Profit	Group 3 Private/Commercial
SPECIAL FACILITIES		
Audio-Visual Room		
Cobequid Educational Centre (set-up & performance)	\$250/up to 8 hrs.	\$350/up to 8 hrs.
Hants East Rural High	\$200/up to 8 hrs.	\$300/up to 8 hrs.
Amherst Regional High	\$200/up to 8 hrs.	\$300/up to 8 hrs.
Northumberland Regional High	\$200/up to 8 hrs.	\$300/up to 8 hrs.
North Nova Education Centre	\$200/up to 8 hrs.	\$300/up to 8 hrs.
South Colchester Academy	\$200/up to 8 hrs.	\$300/up to 8 hrs.
Gymnasium		
Cobequid Educational Centre	Athletics: \$20/hr. Other Uses: \$75/4 hrs. + \$20/hr. additional	\$150/4 hrs. + \$40/hr. additional \$150/4 hrs. + \$40/hr. additional
Hants East Rural High		
Cobetec		
Riverside Education Centre		
Maple Ridge Elementary		
Amherst Regional High		
Northumberland Regional High		
North Nova Education Centre		
South Colchester Academy		
Other Gymnasias / Multipurpose Rooms		
Athletics activities & sports events	\$10/hr.	\$100/up to 4 hrs.
Other (church, reception, dance, concert, birthday, etc.)	\$50/up to 4 hrs.	\$100/up to 4 hrs.
Cafeteria		
Kitchen (available as per catering contract)	\$25/up to 4 hrs.	\$25/hr.
Computer Lab (plus Tech Fee for consumables)		
Technology Lab / Family Studies Lab		
Library / Classroom / Other instructional areas		

NOTES:

- Costs for additional custodial, security, tech support, etc. are not included in above fees. Such fees will be paid by the third-party user directly to the personnel needed; with custodians to be paid as per C.U.P.E. Agreement and others as determined by Principal in consultation with appropriate personnel. Payments made by the school or school groups are to be made through the Board's payroll system.
- Events requiring a liquor license will pay an additional \$100.00 special fee per event.
- Security deposits will be in addition to above rates.
- In respect of rates listed for Group B (non-profit), where a formal written partnership agreement exists between a school and community organization (including municipal agencies) that provides for financial or in-kind contributions to the school that meet or exceed the rental fees, such fee shall be waived.

APPENDIX C: BLOOD DONOR CLINICS

The holding of blood donor clinics in school facilities requires these additional risk management procedures:

- ♦ Obtain agreement from the blood service that they will dispose of all needles in sharps containers, which they will be responsible to remove from the school premises immediately following the clinic.
- ♦ Obtain agreement from the blood service that no waste of any kind be disposed of in any school receptacle or garbage bin.
- ♦ Restrict the clinic area as off-limits, except to those persons working for the blood service, school board employees required to be in attendance, and those persons donating blood.
- ♦ Restrict access by blood donors to the rest of the school – location of the clinic should be clearly signed.
- ♦ Assign a school board employee the responsibility of ensuring at the close of the clinic that the blood service has complied with procedures regarding needle and waste disposal.

**CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD
USE OF FACILITIES FINANCIAL RECONCILIATION SUMMARY**

School: Month: Submitted by:

Permit #	Date(s) of Activity	Name of User Group	A Non-Profit Fee	B Private/Comm. Fee	C HST	D Total Fees (not incl. Custodial)	E Payable to Board (50% of B + 100% of C)
TOTAL:							

TO BE SUBMITTED TO BOARD OFFICE MONTHLY

CHIGNECTO-CENTRAL REGIONAL SCHOOL BOARD

60 Lorne Street, Truro, N. S. B2N 3K3

Toll Free: 1-800-770-0008

PERMIT FOR USE OF SCHOOL FACILITIES

All users shall comply with Board Policy #OS-G-09 and Use of School Facilities Guidelines

PERMIT # _____

PART 1: (Applicant)

Name of School _____	
Booking Organization/Group _____	Phone No. _____
Name of Applicant _____	Address _____
Activity Supervisor: _____	Contact Phone(s): _____
Type of Activity: _____	
Sponsor: _____ School Board _____ Municipal Recreation _____ Non-profit Community Group _____ Other _____	
Area(s) of Facility Required: _____	
School Equipment Required: _____	
Date(s) Requested _____ <small>(Actual Commencement and Ending Date(s))</small>	
Duration: Starting Time: _____	Ending Time: _____

PART 2: (School Use Only)

Rental Fee: _____	15% HST _____	*Custodial: _____	TOTAL: _____
Rental amount will be determined by the School Principal in accordance with Board Policy, and the applicant will be advised accordingly. A cheque will be made payable to the school. Costs determined should be forwarded to the School Principal four (4) weeks prior to rental date. Schools will submit 50% of private/commercial fees to the School Board office for processing at the end of each month.			
Amount of Fee Received: \$ _____	Amount Payable to Board: \$ _____		
_____	_____		
(Signature of Principal)	(Date)		

* **Note:** Custodial remuneration is to be paid at the hourly rate identified in the CUPE Contract and paid directly to the custodian by the user.

Agreement and Indemnity

This Agreement is between (_____), hereinafter called
(school board or school on behalf of school board)
the "School" and (_____), hereinafter called the "User".
(name of organization, group or individual)

The School hereby permits the user to use the facility as described in this Agreement. The User has read, accepts and will adhere to the terms of the Community Use of Schools Framework Policy, the Operational Procedures of the Chignecto-Central Regional School Board, and all school board rules and regulations as provided to the User by the school board, and agrees to accept responsibility for any breakage or damage to the school building equipment or property by the User or its members, guests or participants.

The User is aware that the School does not carry liability insurance for the benefit of the User, and the User agrees to indemnify and save harmless the School and the Province of Nova Scotia, including their employees and agents, of all liabilities, claims, actions or damages arising from the use of the School by the User. The User agrees to accept responsibility for any harm or injury that may occur to any of its members, guests or participants during use of the facility as described in this Agreement.

_____ (Signature on behalf of User)	_____ (Date)
_____ (Signature on behalf of School)	_____ (Date)

NOT VALID UNLESS SIGNED BY BOTH PARTIES PRIOR TO BOOKING DATE

* Principal to distribute copy to Community Education Coordinator (as applicable).

Part 1 – Applicant
(White)

Part 2 – Custodian
(Yellow)

Part 3- Principal
(Pink)

Part 4 – School Board
(Green)