

## **SCHOOL & COMMUNITY USE OF SCHOOL FACILITIES**

### **Background**

The primary purpose of school facilities is to support education and promote healthy activity within the Division. When facilities are not used for scheduled school activities, the Division offers the community reasonable access to these facilities, consistent with the guidelines and procedures established in the Joint Use Planning, or Reciprocal Use Agreements with municipalities.

Subject to Board policies, Division Administrative Procedures and the Joint Use Planning, or Reciprocal Use Agreements governing after hour utilization of Division facilities, the Division:

- Encourages use by divisional students for extra-curricular educational, religious, social, recreational and athletic activities, under suitable supervision;
- Encourages use by community organizations for meetings, socials, recreational, athletic, cultural and religious activities;
- Encourages these same organizations to sponsor youth activities to be held after-hours with the executive of the organization assuming leadership responsibilities;
- Specifically encourages Catholic organizations to organize adult, family and youth activities, and assume leadership responsibilities for the ongoing supervision and promotion of these activities;
- Reserves the right to restrict the use of facilities and set user fees where appropriate; and
- Authorizes community use of Division schools by licensed day-care groups.

### **Procedures**

1. The order of priorities for use of school buildings during hours that school is not in session is as follows:
  - 1.1 Regular school sponsored programs;
  - 1.2 Catholic community sponsored programs;
  - 1.3 County or City sponsored programs;
  - 1.4 Community non-profit groups who serve EICS students
  - 1.5 Other community non-profit groups; and

- 1.6 Private groups.
2. School buildings will not be made available for any function that is:
  - 2.1 Contrary to the philosophy and policies of the Division, teachings of the Church or not conducted in accordance with the law.
  - 2.2 Lacking responsible adult supervision.
  - 2.3 Not approved by the Superintendent.
  - 2.4 Listed as a prohibited activity as stipulated in our [Administrative Procedure 260. Form 260-1](#)
3. **School Use of Facilities**
  - 3.1 Booking processes apply to all Division employees intending to use school facilities outside of regular operating hours. Where such bookings are for personal, not school, use, rental rates shall also apply.
  - 3.2 All school use of facilities must be booked through the Facility Booking Agent by submitting the [Website Form](#).
  - 3.3 Principals shall submit, to the Facilities Booking Agent, after-hours bookings for school functions by no later than May 15th of each year for the following school year. Entries must be specific on the areas and timeframes- block bookings are not permitted.
  - 3.4 Any time not booked by schools by the deadline shall be considered available for rental by other groups.
  - 3.5 A custodian shall be present for the duration of all school bookings where the public is in attendance.
  - 3.6 School facilities are available for after-hours bookings:
    - 3.6.1 Weekdays from 6:00 p.m. to 9:30 p.m; and
    - 3.6.2 Saturdays 8:00 a.m. to 11:00 p.m.
  - 3.7 School facilities shall not be available for bookings on:
    - 3.7.1 Statutory Holidays
    - 3.7.2 Spring, summer, fall and winter breaks
    - 3.7.3 Between 8:00 a.m. and 6:00 p.m. on non-instructional days
  - 3.8 Notwithstanding section 3.7, special requests for bookings may be considered provided that at least two weeks notice is given. Such requests will be granted at the discretion of the Director of Facilities.
  - 3.9 School use of a facility outside of the timeframes listed in section 3.7, such as

overnight use- require the approval of the Superintendent and the Director of Facilities prior to booking.

- 3.10 School use of facilities on weekends for school athletic or other practices shall be at the Principal's discretion. If the public is not in attendance, a custodian is not required, but the teacher/supervisor is responsible for providing access to the facility and clean-up after the event.
- 3.11 For large events, special clean-up fees may apply and will be assessed on a cost recovery basis.
- 3.12 When a school facility is not available for use, the school may request to use another EICS facility- this must be coordinated through the Facility Booking Agent at [bookingagent@eics.ab.ca](mailto:bookingagent@eics.ab.ca).

#### 4. **Community** Use of Facilities

- 4.1 Rates charged for school facility rentals shall be in accordance with the [rental fee schedule](#) as approved by the board on an annual basis.
- 4.2 All community bookings shall follow the procedure described in the appendix to this AP.
- 4.3 The use of the school facility for a non-school related activity will only be granted if the school rental contract is completed with proof of liability insurance coverage and is submitted two (2) weeks prior to the date when the accommodation is required.
- 4.4 The user group must carry a minimum limit of five million dollars (\$5,000,000) in general liability insurance.
- 4.5 Speciality areas shall not be used by the community.
- 4.6 A custodian shall be present for the duration of all community user groups' after hours bookings and shall ensure user groups have access to:
  - 4.6.1 The facility up to 10 minutes prior to and up to 10 minutes after the contracted time;
  - 4.6.2 First aid equipment; and
  - 4.6.3 Designated washroom facilities.
- 4.7 School facilities may be available for after-hours bookings:
  - 4.7.1 Weekdays from 6:00 p.m. to 9:30 p.m.; and
  - 4.7.2 Saturdays 7:00 a.m. to 11:00 p.m.
- 4.8 School facilities shall not be available for bookings on:
  - 4.8.1 Sundays

- 4.8.2 Statutory Holidays
    - 4.8.3 Spring, summer, fall and winter breaks
    - 4.8.4 Between 7:00 a.m. and 6:00 p.m. on weekdays
  - 4.9 Additional custodial fees may be assessed for large events.
  - 4.10 Equipment
    - 4.10.1 Use of school equipment is restricted to basketball and volleyball nets.
    - 4.10.2 Gymnasium divider curtains and bleachers shall not be operated by the users and are to remain in the position found at the start of the rental.
    - 4.10.3 No storage of user equipment is permitted at the school.
  - 4.11 Rental agreements shall not exceed one year in length without renewal.
  - 4.12 All user groups shall abide by the general conditions for the use of school facilities outlined in section 7.
  - 4.13 Any conflict arising from rentals shall be resolved by the Director of Facilities.
5. Payment
- 5.1 Payment of accounts shall be made as outlined in the contract as created at the time of booking.
  - 5.2 Payment of all contracts must conform to the department's payment policies and procedures.
  - 5.3 Failure to provide payment will result in the cancellation of the use of the school facility.
6. Changes or Cancellations
- 6.1 No fees will be assessed for changes or cancellations given to the booking agent in writing or by e-mail at least forty-eight (48) hours in advance. Fees may apply where changes or cancellations by a user group are excessive or where inadequate notice is given.
  - 6.2 From time to time, EICS may require the cancellation of a booking. A minimum forty-eight (48) hours' notice will be given whenever possible. Cancellations without this notice period require the approval of the Director of Facilities.
7. General Conditions for the rental of school facilities
- 7.1 Groups and agencies using school facilities shall designate, prior to usage time, a person to act as a supervisor for the activity. This person shall be directly responsible for the safety and the conduct of the individuals in the group as well as for the group as a whole.

- 7.2 The main front entrance of the school shall be used unless otherwise specified. After the user group has initially gained access to the facility the entrance door will be kept locked to prevent other persons entering the school.
- 7.3 Use of the schools and equipment is restricted to the areas designated in the rental form.
- 7.4 Responsibility for protection of school property and prevention of damage to equipment shall rest entirely with the organization or group using the facilities. In the event of any damage to school property or equipment, the organization or groups shall be charged with the cost of repair or replacement.
- 7.5 Groups using school facilities must ensure that participants, including spectators, in their programs use appropriate footwear which is not harmful to the floor (i.e. non-marking shoes).
- 7.6 The use of school equipment, such as public address systems, is not included in the rental contract unless specifically stated. If any equipment is brought into a school building, it must be delivered and removed with a minimum of interference to the regular school program.
- 7.7 The rental group shall be responsible for removing from premises, immediately after the function, all debris, decorations, boxes, bottles, etc., and to stack chairs and tables.
- 7.8 Littering will not be tolerated.
- 7.9 Food and beverages are not allowed in the gymnasium or carpeted areas.
- 7.10 Use of kitchens off of gymnasiums shall be classed as additional areas and will require prior written approval as coordinated with the booking agent.
- 7.11 Special permission may be requested for minor foods and beverages in gyms for special ceremonies for community groups.
- 7.12 No special electrical services shall be allowed or provided to rental groups.
- 7.13 Smoking is prohibited in Division buildings or grounds and must comply with Administrative Procedure 162 – Smoke-Free Facilities.
- 7.14 The Division assumes no responsibility with respect to permits required by government agencies. It shall be the responsibility of the organization or group to obtain such permits.
- 7.15 Liquor is not permitted to be served as per Administrative Procedure 163 – Use of Alcohol in Division schools.
- 7.16 The Division reserves the right to cancel any permit at any time if the conduct of those using the building or equipment is reckless, irresponsible, or unethical.

- 7.17 Division officials shall have the right to visit and inspect any programs in the school buildings for which rental contracts have been granted.
- 7.18 Failure by any individual/s to comply with the above procedures may result in the refusal of future requests.
- 7.19 The Division reserves the right to withdraw rental privileges from any groups, which are in violation of Board policies or administrative procedures.

## 8. Reciprocal Use Agreements

- 8.1 Per the Municipal Government Act and the Education Act, the Division shall enter into Joint Use and Planning Agreements with the municipal authorities with the boundaries of the division, which may encompass a Reciprocal Use Agreement
- 8.2 The intent of a Reciprocal Use Agreement shall make the municipal facilities available at a cost-recovery level to the Division wherever possible. Reciprocally, Division facilities will be offered at a cost-recovery level to municipalities to support municipal events.
- 8.3 The Secretary Treasurer or designate shall negotiate Reciprocal Use Agreements between the Division and the municipalities, and agreements are approved by the superintendent.

## 9. Daycares

- 9.1 Leasing of school facilities shall be considered on the basis of function compatibility, space availability, land use compliance and financial impact
- 9.2 The Director of Facilities or designate shall work with schools and departments to determine space required for school programs and to identify surplus school space available for lease
- 9.3 The decision to lease school facilities is as the discretion of the Director of Facilities in consultation with with Principal
- 9.4 The business operation of the lessee shall not adversely impact educational outcome.
- 9.5 Lease for space within schools may be revoked to meet emergent divisional needs
- 9.6 Requests to lease surplus space shall be the responsibility of the lessee and shall be submitted to the Director of Facilities. Requests shall be considered on a first come first serve basis
- 9.7 The Director of Facilities shall work with Principals to establish appropriate locations, operating requirements and other relevant terms and conditions as required by the practical implementation of the lease
- 9.8 A day-care operator will pay a monthly lease fee per the terms of their individual agreement. The fee is payable in advance each month to Elk Island Catholic Separate

School Division.

- 9.9 A licensed day-care operator/lessee must provide proof of their current day-care licensing approval and conform to all bylaws, rules, or regulations of the municipality, and all other applicable legislation and regulations, whether imposed by municipal, provincial, or federal authorities with respect to the operation of the lessee's programs on Division property.
- 9.10 Lease rates for "not for profit" organizations shall, at minimum, be on a cost-recovery basis. To be eligible for non-profit rates, the lessee must provide proof of non-profit status.
- 9.11 Leases shall not extend one school year in duration without renewal.
- 9.12 A licensed day-care operator/lessee must agree to maintain comprehensive general liability insurance with liability limits of not less than \$5,000,000 (five million) dollars for any one accident or occurrence, as well as tenant's legal liability insurance in the amount of \$250,000 and supply the Division with a certified copy of their insurance coverage.
- 9.13 Daycares shall be responsible for cleaning their leased areas; cleaning products used must be clearly labeled, have MSDS located on site, and in conformance with Division policies.

Reference:

*Education Act*, SA 2012, c E-0.3, ss. 33, 51, 52, 53, 68, 187, 197, 22  
Joint Use Agreements  
Appendix A – Booking Procedures

### BOOKING PROCEDURES

#### 1. Registration for Bookings

- 1.1 Registration for bookings of Division schools shall be made on the Division's website as follows:
  - 1.1.1 User group consults facility use [regulations and fees](#)
  - 1.1.2 User group consults [facility calendars](#) to ensure the facility is available for request.
  - 1.1.3 User group completes division rental contract and forwards proof of insurance to booking agent (bookingagent@eics.ab.ca)
  - 1.1.4 If approved, Booking agent forwards approved contract to user group and updates facility calendar.

#### 2. Booking Deadlines

- 2.1 Requests for facilities for the school year (September 1 to June 30) by EICS schools are to be submitted by May 15th.
- 2.2 Requests for facilities for the school year (September 1 to June 30) by municipality groups are to be submitted by June 15th.
- 2.3 In general, facilities will only be available on instructional days from 6:00 p.m. to 9:30 p.m. and Saturdays from 7:00 a.m. to 11:00 p.m.
- 2.4 All groups must be prepared to give up their allotted time should the Principal desire the use of the school. Unless there are circumstances outside of the school's control, advance notice will be given to the group or Recreation Department at least forty- eight (48) hours prior to the time for which the school had been reserved. Wherever possible, seven (7) calendar days' notice is to be given to facilitate notification of rental group members.

#### 3. Rental Contract

- 3.1 Individuals seeking change to the rental contract are encouraged to arrange such at least one (1) week in advance of the scheduled booking.
- 3.2 All groups shall keep to their exact areas as approved on the rental application form. A custodian will only unlock the door at the scheduled start time and the door will be kept locked at all other times. The user group will be expected to have vacated the facility by the scheduled end time of the event.
- 3.3 Rental cheques shall be made payable to:



## Elk Island Catholic Separate School Division

### 4. Use of Furniture and Equipment

- 4.1 Industrial arts, home economics, business education, music and science classrooms, as well as any other room containing non-portable equipment and apparatus will not be rented for non-instructional purposes. These rooms shall only be used for approved instruction in courses for which the rooms were designed and equipped, and by instructors approved by the Division or its agents.
- 4.2 Special requests to use phys ed equipment, bleachers, curtains, and basketball net, shall be issued at the discretion of the booking agent and may result in an additional fee.
- 4.3 Notwithstanding the foregoing, use of equipment and furniture will not be allowed for commercial purposes.

### 5. Damages/Losses to School Facilities and Equipment

- 5.1 Groups using school facilities and equipment shall be responsible for any damages/losses or costs to the facility and equipment, resulting from their use of such.
- 5.2 The school will report, in writing, damage to school facilities within forty-eight (48) hours.
- 5.3 The Principal will forward a copy of the damage report to the Director of Facilities who will seek payment from the group involved.
- 5.4 The responsibility and liability for injury to persons or damage to property must be assumed by the user or group.
- 5.5 Should the school be left in an unsatisfactory condition following its use by any group, the matter shall be reported immediately by the Principal, in writing, to the Director of Facilities, who will take appropriate steps to remedy the situation. These may include:
  - 5.5.1 Assessment of additional cleanup fees; and
  - 5.5.2 Denial of future use to the group.

### 6. Staff Facility Rentals

- 6.1 In order for Facilities and CLS to properly support Facility Rentals by Division Staff for events such as birthdays and similar celebrations, the following steps must be followed:
  - 6.1.1 Prior approval from the school Principal is required for the school where the activity is being requested.

- 6.1.2 Facility Rentals Booking Form is required to be filled out by the staff requesting the booking for a personal event.
- 6.1.3 Staff must provide a certificate of insurance with \$2,000,000 liability insurance coverage either privately or by purchasing coverage through the Division as per the ARMIC rates.
- 6.1.4 The caretaking cost is waived but can be applied as determined by the school principal and/or caretaker in the event of excessive cleaning requirements. This cost will be charged back to the school.
- 6.1.5 The event must be entered into the School rental booking calendar by the Secretary or school Admin.
- 6.1.6 Use of gym equipment and/or other school items will be left at the school Principal's discretion.
- 6.1.7 Only approved activities will be considered for approval.

Reference: *Education Act*, SA 2012, c E-0.3, ss 33, 51, 52, 53, 68, 187, 197, 222  
Joint Use and Planning Agreements  
Reciprocal Use Agreements