

Administrative Procedure 548

COMMUNITY USE OF SCHOOL FACILITIES

Background

The primary purpose of school facilities is to support educational opportunities for children and students enrolled in the Division in Pre-Kindergarten to Grade 12. Organized community groups are to have reasonable access to school facilities, outside of school hours, provided that all associated costs are covered. In some exceptional circumstances, access may be permitted during school hours.

Definitions

Joint Use Agreement: The activity is organized and supervised by the municipality. The user group is covered by the municipality's insurance policy.

Community Youth Recreation: Recreation groups where the majority of the participants reside in the community and are under 18 years of age.

Regular Bookings: Groups that are under 75 people and are not defined as a Community Youth Recreational group.

Large Groups: Generally applies to events or activities that are 75 people or more. All groups over 50 people will be assessed based on the type of activity or event to determine if the Large Group fee should apply. The rental fee for large group bookings includes the cost for additional custodial time.

Procedures

1. The school's use of its own facilities will take precedence over any use by the community or outside agency. See Appendix B – School Use of Facilities Outside of School Hours for information on schools using their own facilities outside of school hours.
2. The school and the Division reserve the right to cancel the rental of any facility booking for priority purposes. Principals will make every effort to avoid cancelling a community booking. In the event a school facility is required for school use, the Principal will provide advance notice to the Facilities Rental Assistant at least 72 hours prior to the time for which the school facility has been booked.
3. All rental groups will be prepared to relinquish their allotted time, should the Principal require the use of the school.
4. The Division reserves the right, as its interests may require, to refuse any group or individual access to any facility, or cancel any planned rental or use of a facility. Rental Agreements

may be terminated at the discretion of the Associate Superintendent, Business and Finance or their designate.

5. Facilities Rental Assistant will co-ordinate the booking of all school facilities and collection of payments. See Appendix C – Facility Rentals Roles & Responsibilities.
6. School facility rentals will be requested using the Facility Rental Request Form. The Facility Rental Request Form will be available to the community on the Black Gold School Division website.
7. Priority for community use of school facilities is as follows:
 - 7.1 Activities involving students who attend the school.
 - 7.2 Activities involving students who attend Division schools.
 - 7.3 Activities administered under a Joint Use Agreement with the Division.
 - 7.4 Non-profit community groups.
 - 7.5 Profit making community groups.
 - 7.6 Non-profit out of community groups.
 - 7.7 Profit making out of community groups.
8. Rental fees will be established to recover the extra costs the Division incurs to maintain and operate its facilities, recognizing that reciprocal joint use agreements between the Division and its municipalities may be developed, or are in place. See Appendix A – Rental Fee Schedule for information on rental fees.
9. Principals will be responsible for identifying which classrooms and other facilities are available for community use and under what conditions such facilities may be used. This will be forwarded to the Facilities Rental Assistant no later than September 15 of each year.
10. Principals will submit, to the Facilities Rental Assistant, after-hours bookings for school activities and functions by no later than September 15 of each year for the first semester and December 15 for the second semester. The specific areas and times will be included.
11. Rental requests will be reviewed by the Facilities Rental Assistant starting June 1 for the following school year. Rental confirmation will be provided after September 15 for the first semester and after December 15 for the second semester.
12. Rental rates and booking processes will apply to Division employees requesting to use schools for activities/events of a personal nature (i.e. birthday parties, community sports teams).
13. All user groups accessing school facilities will be required to access insurance.
 - 13.1 If the user group has coverage available, they will add the Division as an additional insured. A minimum of \$2,000,000 liability insurance and \$250,000 tenant's legal liability insurance is required for all facility user groups. The user group must provide a copy of the Certificate of Insurance at least one week prior to the Facilities Rental Assistant.

- 13.2 If the user group does not have coverage available through another organization, they may access coverage through the Division's insurance under the Alberta Risk Managed Insurance Consortium (ARMIC). Insurance through the ARMIC Facility User Group Program can be obtained by contacting the Facilities Rental Assistant. An additional fee will be charged to groups accessing the Division's insurance.
14. A Division custodian or facility supervisor must be on duty during any community use of a Division school. See Appendix C – Facility Rentals Roles & Responsibilities.
15. A designated adult leader must be present when any community group is using a Division school. See Appendix C – Facility Rentals Roles & Responsibilities.
16. The Rental Agreement, which outlines the activity being proposed and associated fees, must be signed by the adult leader, prior to the commencement of community use.
 - 16.1 Rental agreements will not exceed one school year in length.
 - 16.2 Rental agreements will only be granted to persons of legal age.
 - 16.3 All rental agreements must be prepared and signed one week in advance of the rental date.
17. All equipment, aside from volleyball, badminton and basketball nets, must be provided by the rental group.
18. All outdoor equipment including, but not limited to, outdoor balls, hockey sticks, nets, bats or batting/pitching machines, or any item/equipment that may cause damage to walls, floors, or any fixtures are strictly prohibited for indoor use.
 - 18.1 Baseball and softball are activities that have a higher risk of damaging the facility and are not permitted.
19. During the school year, the hours for community activities will normally be from 6:00 p.m. to 10:00 p.m. on weekdays and from 8:00 a.m. to 10:00 p.m. on weekends. Start and end times may vary by location.
 - 19.1 Bookings on weekends must be for a minimum of three (3) hours, unless the booking is back-to-back with another booking and the combined time is not less than three (3) hours.
 - 19.2 The Associate Superintendent, Business and Finance may identify variations from these times.
20. Bookings for school use and community use when schools are closed as per the school year calendar (i.e. Midterm Break, PD days, Christmas Break, Spring Break, holidays, etc.) and during the summer months, requires approval by the Associate Superintendent, Business and Finance, or assigned designate.
21. No alcohol is to be consumed, served or sold at any Division facility which has been booked for community use. Smoking/Vaping or drug use of any kind are not permitted in building or on the property of Black Gold School Division.

22. Ensure that no tape of any kind is used on any floor surface. Additional charges will apply if tape is used.
23. A damage deposit will be established for events where additional costs may be incurred. The amount of the damage deposit will be identified on the rental agreement.
24. A minimum of seven days' notice is required to cancel a rental agreement or twenty percent of the rental fee will be charged to the user group. In the case of inclement weather, late cancellations may not result in a fee being levied. No-shows will be dealt with as cancellations without proper notice.
25. School facilities must be left in a clean condition for subsequent school use. Any additional custodial work resulting from community use will be charged to the user group.
26. Use of school facilities may be cancelled if the privilege granted is being abused, if payments are not made or if the terms of the agreement are breached.
27. The rental group will enter and exit through the door designated by the agreement. Participants may only use the areas and washroom designated by the agreement.

Reference: Section 33, 51, 52, 53, 68, 187, 197, 222 Education Act
Societies Act

Form: 548-1 Community Use: Rental Agreement
548-2 Community Use: Facility Condition Report
548-3 Community Use: Sign-In Sheet