



# Northeastern Catholic District School Board

## COMMUNITY USE OF SCHOOLS

Administrative Procedure Number: APC001

### POLICY STATEMENT

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The Northeastern Catholic District School Board (NCDSB) is committed to making its school facilities and properties available, whenever possible, to existing organizations such as school, parish, recreational committees, municipal councils and citizen groups. The NCDSB strives to have its facilities used to engage in recreational and cultural activities to give maximum service to ratepayers.

### REFERENCES

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NCDSB Policy C-3 Community Use of Schools

### DEFINITIONS

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#### **Facilities**

Includes classrooms, auditoriums, gymnasiums, cafeterias, general purpose spaces and outside recreation areas such as fields and parking lots.

#### **Cost Recovery**

The basis for the degree to which the operational and maintenance costs of providing space are financially supported by the operating budget.

#### **Subsidy**

The basis for the degree to which operational and maintenance costs of providing space are financially supported by designated funding sources such as, but not limited to, a Ministry of Education grant.

#### **Insurance**

##### **Board insurance policy**

The general liability insurance available to the normal operations of the Board and does not include activities not approved by the Board or use by Community Use of Schools permit holders.

##### **Additional Service Charges (insurance)**

If a non-profit entity cannot produce proof of insurance, a Community Use of Schools permit applicant may be eligible for insurance under the Ontario School Board Insurance Exchange Facility User Group Program.

#### **Participants**

For the purposes of reporting data and measuring traffic within a school property, the definition of 'Participants' shall include:

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- i) Active participants: Individuals who engage in an activity with others or to improve their personal development;
  - ii) Individuals who volunteer their time and expertise (for example, as a coach, a driver, an official or a fundraiser); and
  - iii) Attendees: Individuals who attend events to observe or accompany active participants (e.g. parents, children, guardians, spectators, etc.).

### **Lease Agreement**

A designated space allocated to an organization is managed through a Lease or Shared Use Agreement, and not a Community Use Permit Application.

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## **PROCEDURES**

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### **1.0 ONLINE FACILITY BOOKING SYSTEM**

- 1.1 The Ministry of Education requires the Board to have an online facility booking system. Such a system allows community groups the ability to reserve available space in schools online and facilitates fair and transparent access to Board facilities.
- 1.2 The Ministry requires the accurate reporting of:
  - a) Number of denied applications;
  - b) Usage and Permit Requests including dates, times, number of active school sites;
  - c) Space Type – number of permits, total hours, average rental rates;
  - d) Types of activity and Community User Group demographics;
  - e) Target Age Group(s);
  - f) Gender of Participants.

### **2.0 BOARD RESPONSIBILITIES**

- 2.1 The Community Use of Schools Outreach Coordinator, in conjunction with the Manager of Plant & Maintenance, will manage the permit process ensuring written agreements (including acceptance of Regulations and Conditions for Use of Schools) and insurance are in place before approving the Agreement.
- 2.2 The School Principal may accept or deny applications during the five (5) days subsequent to receipt of the application.
- 2.3 The Community Use of Schools Schedule of Fees shall be updated annually as approved through the budget process, with the new fee schedule taking effect the following September. The Board shall retain approval authority for fees included in individual written agreements (such fees may vary depending on the scope of the agreement).

### 3.0 APPLICATION PROCESS

#### 3.1 Availability

- 3.1.1 Community Use hours are 4:30pm to 11:00pm weekdays and 7:00am to 11:00pm Saturdays, Sundays, Professional Development Days, March Break, Christmas Holidays and Summer Holidays.
  - 3.1.2 Some space types are not necessarily available for community use in all of the Board's schools.
  - 3.1.3 School Board facilities may be used for any function, except those not deemed to be acceptable by the Board or the Principal. Except for use as Polling Stations during elections, schools shall not be used for partisan political events, except those approved by the Board of Trustees. The Northeastern Catholic District School Board shall make available facilities and premises for any educational or lawful purpose, consistent with policies of the Board and appropriate to the time of request.
- 3.2 Application for the use of Board-owned facilities must be made on the approved application form and/ or online permitting system a copy forwarded to the Manager of Plant and Maintenance and the Community Relations Officer. In special circumstances, the Director of Education shall receive for approval.
- 3.3 Organizations using Board-owned facilities must accept responsibility for loss or damage to Board property or equipment, including security code violations which may incur costs to the Board.
- 3.4 Organizations using NCDSB facilities on a regular basis (daily, weekly, monthly) may be issued a key by an authorized official of the Board. A refundable deposit will be required. See Community Use of Schools Key Deposit Form (APC001A).
- 3.5 Principals shall promptly report any abuse of property or equipment to the Manager of Plant and Maintenance and the Community Relations Officer.
- 3.6 All school programs or educational activities shall have priority for the use of facilities.
- 3.7 When custodial services are required by parish and/or community organizations, the organization shall be responsible for making the necessary arrangements with the local custodian, through the Manager of Plant and Maintenance or the School Principal, for such services. It is understood that costs for custodial services will be reimbursed to the Board.

- 3.8 Activities of all groups or organizations must be confined to the facilities assigned to the organization.
- 3.9 Whenever it is deemed advisable that requests not covered by this policy should receive special consideration, any such request shall be referred to the Director of Education.
- 3.10 Events, activities and user groups shall recognize and respect the values and beliefs of our Catholic faith.
- 3.11 The Northeastern Catholic District School Board recognizes that a whole-school approach is required, and that everyone — government, educators, school staff, parents, students and the wider community — has a role to play in creating a positive school climate. Groups and organizations shall ensure that the Northeastern Catholic District School Board’s Policies on Equity and Inclusive Education, Code of Conduct, Safe Schools and Violence Prevention and Bullying Prevention shall be adhered to when on Board property as directed by Bill 13.

#### **4.0 PARISH ORGANIZATIONS**

Parish organizations may use Board-owned facilities without charge unless custodial services are requested and/or required by the Board.

#### **5.0 NON-PROFIT AND COMMUNITY ORGANIZATIONS**

- 5.1 Non-profit community organizations may use Board-owned facilities for regular meetings without charge, unless custodial services are requested and/or required by the Board and/or applicable insurance fees apply.
- 5.2 Special events sponsored by community organizations may be approved provided the organization agrees to pay for custodial services (where such services are required) and/or applicable insurance fees apply.

#### **6.0 FOR PROFIT ORGANIZATIONS**

For Profit Organizations will be charged for the use of NCDSB facilities per rental space, with applicable fee for custodial services and applicable insurance costs.

#### **7.0 SPECIAL EVENTS**

Permits requesting that alcoholic beverages be served on school premises are not allowed.

#### **8.0 ADDITIONAL PROVISIONS**

The Board reserves the right to accept or refuse any application and/or permit for use of school facilities.

## **9.0 LIABILITY AND INSURANCES**

9.1 The rental group/organization agrees to the following:

- 9.1.1 To assume full responsibility for the acts and conduct of all persons admitted to the premises under the permit.
  
- 9.1.2 To supply and provide proof of insurance in the form of a Certificate of Insurance for General Liability insurance in the amount of two million dollars (\$2,000,000.00) naming the Northeastern Catholic District School Board as an additional insured on the policy. The Board will purchase insurance on behalf of groups who are unable to provide a Certificate of Insurance. The cost of the insurance will be reflected in the permit.

## **10.0 GENERAL**

- 10.1 Applications will only be approved if all information is completed, valid insurance information has been obtained, and proof of licensing (where applicable) has been received. Payment is due, in full, upon approval of the permit and in advance of the first date of use. School administration does not have the capacity to act as accounts receivable and will not invoice for time and space for an event that has already occurred.
  
- 10.2 Once approved, the applicant will receive a copy of their permit via e-mail or, in the case where the user does not have access to email, a printed copy can be picked up at the school by the applicant.
  
- 10.3 The Northeastern Catholic District School Board has a tiered approval system through the online Community Use of Schools Program.
  
- 10.4 Community groups must complete a Community Use Permit Application to use school facilities. Permit applications must be submitted to the Principal or designate no later than 14 business days prior to the first requested date.
  
- 10.5 Permits are not transferable.
  
- 10.6 Where a Lease Agreement, Shared Use Agreement or Joint Use Agreement exists, the Agreement holder is not permitted to transfer use to individuals, groups, organizations, or entities that are not under the direct governance or financial control of the Agreement holder.
  
- 10.7 A Community Use of School Schedule of Fees shall be applied to determine the rate of rental.

- 10.8 Permit holders shall adhere to all rules and regulations regarding the Community Use of Schools. Failure to do so could result in cancellation of the contract. Permit holders are responsible for all damages incurred while under the Community Use Permit.
- 10.9 Inquiries, concerns and/or complaints should be directed to the Principal or the Community Use of Schools Coordinator.

#### **11.0 RESTRICTIONS ON REQUEST FOR SPACE**

- 11.1 A permit holder shall not use the facilities unless the designated online Permit Application is received and approved in accordance with this Policy. The permit request must be made at least 14 days prior to the date of the activity.
- 11.2 Users with Lease Agreements, Joint Use Agreements or Shared Use Agreements are required to submit CUS Permit Applications for use of space not defined by their specific Agreement.
- 11.3 Permits will be invalid when schools are closed due to inclement weather and/or school buses have been cancelled due to inclement weather or mechanical failures.
- 11.4 It is the Permit Applicant's responsibility to monitor weather announcements online, through the media and/or by calling the school for confirmation.
- 11.5 Permits will not be issued for statutory holidays or during Summer Break, Christmas holidays, March Break, and Professional Development days without notification to the Outreach Coordinator and the Plant Operations Manager.
- 11.6 Amusement devices are not to be used at school events such as fun fairs or through permits associated with Community Use of Schools. This includes air castles or other air structures, climbing walls, zip lines, roller coasters, hay rides, etc.
- 11.7 Unmanned Air Vehicle Systems (UAVS/Drones) are not permitted on school facilities or properties.
- 11.8 Any request for the use of the Mezzanine area (weight room) at O'Gorman High School must follow all Community Use of School application processes as well as adhere to the following:
- 10.8.1 Community Use of Schools Permit created by permit holder.
  - 10.8.2 Permit reviewed by CUS Coordinator and forwarded to Principal.
  - 10.8.3 Principal reviews and approves or cancels CUS permit.

- 10.8.4 If approved, Principal has waiver forms that each user of the weight room/mezzanine area must complete before utilizing. See Use of School Weight Room Waiver and Release (APC001B).
- 10.8.5 Copies of the waiver forms will be retained at OHS school, with a copy being provided to the CUS Coordinator (located at Board office). If additional users under a permit join in, they must first complete a waiver before weight room use and supply the waiver to the school.
- 10.8.6 Any user of the weight room under the age of 18 must have the waiver signed by their parent or guardian before any weight room use it to take place.
- 10.8.7 Review and observe all appropriate Weight room safety and fitness instructions and information. See Weight Room / Fitness Safety (APC001C-Appendix A).

## **12.0 CUSTODIAL SERVICES**

- 12.1 Normally, the school shall be opened and closed by either the Principal, or designate, or the Caretaker. The designate shall be a responsible person over the age of 21 years.
- 12.2 Caretaking staff is on duty for the care and protection of school property and not as supervisors of an activity in progress.
  - 10.8.8 Caretaker overtime will consist of a minimum three hours and commence one half hour prior to the permitted start time and end one half hour after the permitted end time. If the permit time is longer than three hours then an hourly fee applies (APC001D-Appendix B-Schedule of Fees).
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- 12.4 A Caretaker is required to be on site for all activities with 100 or more participants.

## **13.0 CARE AND CONTROL**

- 13.1 The permit holder using the premises shall be responsible for reimbursement of costs to repair any damage caused by its use to the building, grounds or equipment or lost or stolen items. The Board will seek full restitution for any theft/loss and/or damage done to its buildings, equipment or grounds by the rental group/organization.
- 13.2 If police supervision, security guards or fire marshals are required, they will be recruited and paid for directly by the permit holder.
- 13.3 In the event that a school alarm is triggered, any charges resulting from police call outs, along with custodian call outs will be the responsibility of the permit holder. If the permit holder does not reimburse all expenses, then the permit will be terminated.

#### **14.0 FORMS AND APPENDICES**

Form A: Community Use of Schools Key Deposit Form

Form B: Use of School Weight Room Waiver and Release

Appendix A: Weight Room Safety and Fitness Instructions and Information

**Director of Education:** *Tricia Stefanie Welty*

**Date:** **November 2019**