

Administrative Procedures

<p>AP-9030</p> <p>Community Use of Facilities or Grounds</p>	<p>References: The Education Act, 1995, Sec 85, 87, 108, 109, 175</p> <p>Related: APA-9030.1: Schedule of Fees for Facility or Grounds Use APF-9030.1: Application and Authorization for Facility or Grounds Use APF-9030.2: Community Use of Facilities Quarterly Report APF-9030.3: Application for Use of PVSD Owned Sports Equipment on Non-PVSD Property</p>	<p>Tracking: Received by Board: October 2007</p> <p>Updated: September 2008 July 2009 August 2010 January 2011 – section 1c September 2011 – Public Fitness Facilities deleted, APF-9030.3 new February 2012 – updated APA-9030.1 August 2012 – added references to grounds August 2013 – clarified wording on rental procedures, modified APF-9030.1, and adjusted rates January 2014 – updated related section July 2014 – adjusted rates July 2015 – minor edits, revised rates on APA-9030.1 August 2016 – updates to section 2 and APF-9030.1 August 2017 – Added to 2d – footnote 2 January 2018 – minor edits</p>
	<p>Status: Operational</p>	

Background

Prairie Valley School Division believes that schools are, first and foremost, centres of learning excellence. The Division also believes that school can serve as centres for other activities that serve the needs of children, families and communities.

Procedures

1. When schools are not being used for educational purposes, they may be made available to groups and individuals for community use provided that such use does not interfere with regular school activities.
 - a. Upon request, schools will be made available for conducting school board, municipal, provincial or federal elections.

- b. School and School Division functions shall have first priority for use of school outside of regular school hours, followed by:
 - i. Local non-profit groups providing recreational, educational or cultural services providing services to an unrestricted membership.
 - ii. Community based sports team.
 - iii. Local non-profit groups providing recreational, educational or cultural services to a restricted membership.
 - iv. Provincial non-profit organizations.
 - v. Private individual or commercial groups.

2. Short Term Use

Short-term use includes one-time, periodic or time-limited use of schools by individuals, groups or organizations. The following considerations govern short-term use:

- a. The Director of Education/CEO or designate shall approve an annual Fee Schedule for community use of school facilities, developed on a cost recovery basis. Fees may be charged for rental depending on the group making the request and in line with item 2b below. Any costs for opening and closing the building and caretakers' set up or cleaning are on a cost recovery basis and apply whether rental fees are charged, or not.
- b. Rental fees shall be charged to private individuals and commercial groups.¹ Rental rates and fees are outlined in APA-9030.1. Rental fees do not apply to school, community or non-profit groups.
- c. The user shall agree to obligate itself to save harmless and indemnify the School Division against any and all claims, liabilities, demands, damages or rights or causes of action, whatever made or asserted by anyone arising out of, or incidental to, the user application or to the use and occupancy of the premises.
- d. Users are required, at their own expense, to maintain tenant and third party liability insurance coverage naming and stating School Division interest therein.²
- e. The following are not permitted on school property:
 - i. Alcohol, cannabis and other drugs.
 - ii. All tobacco, cannabis, tobacco related or replacement products (including vaporizers or e-cigarettes) as per AP-6140: Tobacco, Cannabis and Tobacco-Related Products.
 - iii. Alcoholic beverages, except as permitted by Joint Use Agreements.
 - iv. Motorized vehicles, except in authorized parking areas.

¹ Since the School Division does not wish to compete with local community halls, rates for private individuals or commercial venture groups shall be \$75 higher than local community hall fees.

² A copy of the policy must be provided at the time of the application unless the group renting the space is part of a provincial or federal ministry in which case this is not required. They are however required to fully complete and sign APF-9030.1: Application and Authorization for Facility or Grounds Use. Insurance in the amount of \$2,000,000 is mandatory with \$5,000,000 recommended.

- f. Prior permission must be obtained to bring any equipment onto School Division premises.³
- g. The School Division reserves the right to cancel use of a school facility at any time and to refuse use of its facilities for any reason.
- h. In all cases where school buildings are used outside regular school hours by people under 18 years of age, the user must provide adequate and competent adult supervision.
- i. Applications for use of school facilities are to be made to the principal at least one week in advance using APF-9030.1: Application and Authorization for Facility or Grounds Use.
- j. The principal will determine which part(s) of the school or grounds may be used. Projected numbers of participants, the nature of the activity, equipment that may be required and other usages of the school or grounds at the time of the event are to be considered when making this determination.
- k. The principal has the authority to approve applications for use. Fees must be charged, operating within related administrative procedures. Any application that departs from established procedure or practice is to be forwarded to the Superintendent of Project Management.
- l. All required fees and charges are payable to “Prairie Valley School Division” (not the school) in advance. Cheques are to be sent to Education Centre, attention: Facilities Business Associate, with a copy of the completed and approved form, APF-9030.1: Application and Authorization for Facility or Grounds Use. APA-9030.1: Schedule of Fees for Facility or Grounds Use is attached. A copy of the user group’s liability insurance **must** also be attached.
- m. Depending on school requirements, caretakers can work a flexible schedule and with one week notice, are expected to schedule their Monday to Friday work hours around approved school-based activities. For non-school-based activities, administrators must confirm with caretakers regarding their availability. For activities where additional caretaking time has been approved by the administrator, a separate timesheet showing the time worked is to be forwarded to the Education Centre, attention Manager of Caretaking Services. The objective is cost recovery therefore fees should be applied to offset additional caretaking time.
- n. User groups will notify the principal of cancellations no less than three working days before the activity. If less notice is given, any applicable rental charge may be levied.
- o. School staff are permitted, on a voluntary basis, to open and close their school for approved meetings or events. The staff member is responsible to ensure the entire facility is secure before arming the security system and locking the exterior door. The security process is:
 - i. Physically ensure that all room doors opening to all hallways are closed and locked.
 - ii. Physically ensure that the principal and vice principal offices, file rooms and main office doors are closed and locked.

³ Permission must also be obtained to alter the premises in any way e.g. posters, tape on walls.

- iii. After arming the security system and locking the exterior door, perform a full exterior walk-around to ensure all doors and windows are closed and locked.
- p. The principal is to maintain a report on rental activity and rental charges and submit APF-9030.2: Community Use of Facilities Quarterly Report on a quarterly basis (as of November 30, February 28, May 31 and August 31) to Finance. The report is to include the name of the user group, the dates and times the facility was used, the space that was used and any fees and charges.
- q. Where Prairie Valley School Division owned sports equipment is used and/or rented for an activity occurring on non-Prairie Valley School Division property, the following shall apply:
 - i. A locally created equipment use agreement must be signed.
 - ii. The group shall ensure that a sufficient number of adults are present during the period that the group uses the equipment to supervise the children who are present having regard to the number of and age and ability of the children.
 - iii. The group shall not permit persons other than those persons associated with the activity for which the group is using the premises to use the equipment.
 - iv. In the event that the School Division incurs any loss or damage for which the group is responsible, the School Division's insurers may claim reimbursement from the group. School Division liability insurance does not extend to cover the negligence of non-school users of the equipment. Therefore, it is the responsibility of the group to arrange liability insurance to cover such negligence.
 - v. The group is responsible for the cost of repair or replacement of any equipment where the damage is caused by any persons whom the group has permitted to enter the premises and/or use the equipment during the period that the group is permitted to use the premises, and the amount of every expenditure made by the School Division as a result of such damage is a debt due to the School Division by the group.
 - vi. The group hereby releases and saves harmless the School Division from all liability that may arise in respect of any injury to any person who uses the space/or equipment and the group agrees to indemnify the School Division for any claims, action, damages that may arise in respect of the use of the equipment by the group.
- r. The Director of Education/CEO or designate may approve the use of the Education Centre meeting facilities for School Division related groups, such as principal and vice-principal groups or teacher and support staff groups. School Education Centre office premises are to be left in a clean and tidy condition and the building secured as directed by the Director of Education/CEO or designate.

3. Shared Use Agreements

Shared Use Agreements with towns, villages or community groups are intended to allow for ongoing community use of a defined area of school facility for defined hours of the day.

- a. Shared Use Agreements will be in the form of a legally binding document signed by all parties.

- b. The Director of Education/CEO or designate shall represent the School Division during the development of a Shared Use Agreement.
- c. Shared Use Agreements shall include:
 - i. All staff, materials and equipment required for the shared use activity by the shared use partner.
 - ii. The provision of adequate third party liability insurance by the partner for the community use of the defined area, for the defined activity.
 - iii. The terms and conditions of use of the shared space shall be consistent with all School Division policies and administrative procedures.
 - iv. If a committee is required to coordinate or operate the defined use area and activity, the School Division shall have representation.

4. Joint Use Agreements

Joint Use Agreements with towns or villages are intended to provide long-term, multiple activity community use of a school facility.

- a. Joint Use Agreements will be legally binding documents signed by all parties.
- b. The Director of Education/CEO or designate shall represent the School Division during the development of a Shared Use Agreement.
- c. Joint Use Agreements shall include:
 - i. Details of the initial capital investment for construction or renovation of the joint use area all parties.
 - ii. A statement of on-going financial involvement to support utility, maintenance and facility improvement costs, as well as support for the equipment and material costs for the joint use area all parties.
 - iii. The establishment of a Joint Use Committee to include representatives of all parties to the agreement.
 - iv. Stipulations for preparation of an annual report of activity to the Director of Education/CEO or designate.
- d. The other party to the agreement is responsible for:
 - i. The provision of third party liability insurance during the time of community use.
 - ii. Caretaking costs associated with time of community use.
- e. The School Division's representation on Joint Use Committees is determined by the Board.