



LABRADOR SCHOOL BOARD

(draft)

Division Finance and Administration	Policy Series	Policy #
Subject Facilities and Maintenance	Replaces	
Responsible Authority <ul style="list-style-type: none">• DIRECTOR OF EDUCATION• ASSISTANT DIRECTOR OF EDUCATION (FINANCE AND ADMINISTRATION)	Date Approved	
	Effective Date	

1. Policy Name

Community Use of Labrador School Board Facilities

2. Policy Statement

- 2.1 The Labrador School Board shall provide reasonable access to district facilities for use by members of the community at large, when the facilities are not required for district educational and other activities. Facilities shall be made available on the condition that activities do not interfere with normal school, district or regional office operations.
- 2.2. All groups accessing facilities shall be required to complete a *User Agreement* and to comply with the conditions set out in the agreement.
- 2.3 School administrators shall be responsible for approving the use of school facilities, and the Assistant Director of Education (Finance and Administration) shall be responsible for approving the use of district or regional office facilities, by members of the community at large.
- 2.4 Priority for use of district facilities shall be given as follows:
 - 1) Not-for-profit groups serving children and youth;
 - 2) All other duly constituted public organizations such as town councils, church groups, sporting groups, public education institutions, etc.
- 2.5 Agencies/groups located in and operating out of school facilities on an ongoing basis shall be required to complete a *Memorandum of Understanding* as approved by the Assistant Director of Education (Finance and Administration).

3. Policy Rationale/Purpose

The Labrador School Board supports life-long learning and community access to district facilities, and recognizes the importance of school facilities to the community at large, particularly in rural areas. The district has a key role in ensuring public access to public

resources such as schools, and strives to ensure that school space is affordable and available for community-based programming. However, the district must balance community access with educational requirements and the maintenance of its facilities. This policy and related procedures sets out the conditions under which facilities are made available to community members.

4. Scope

This policy applies to all users of Labrador School Board facilities.

5. Roles and Responsibilities

5.1 Responsible Division: **Finance and Administration (*Facilities and Maintenance*)**

5.1.1 The **Assistant Director of Education (Finance and Administration)** shall be responsible for the implementation, monitoring and revision of this policy.

5.1.2 The **Assistant Director of Education (Finance and Administration)** shall be responsible for:

- a) Approving community use of facilities at the district and regional offices.
- b) Approving all Memorandums of Understanding negotiated with community groups operating out of district facilities on an ongoing basis.

5.1.3 The **Manager of Facilities and Maintenance** or his/her designate shall be responsible for approving repairs for damages incurred by user groups.

5.1.4 **School Administrators** are responsible for:

- a) Approving community use of school facilities;
- b) Ensuring that a *User Agreement* is in place with all community users of school facilities;
- c) Ensuring that use of school facilities is in line with the procedures as outlined.

6. Procedures

- 6.1 Approval Process
- 6.2 Hours of Use
- 6.3 Insurance and Liability
- 6.4 Damage to Property
- 6.5 Access to Facilities and
- 6.6 User Fees
- 6.7 Supervision of Activities
- 6.8 Participants
- 6.9 Access to District and School Equipment
- 6.10 Storage of Supplies
- 6.11 Fire and Life Safety Regulations
- 6.12 Prohibited Activities
- 6.13 Cancellations

7. Review

This policy shall be reviewed every two years.

8. School Policy

Schools may develop their own policy and procedures guiding community access to school facilities, in line with the district policy and procedures.



6. Procedures

Community Use of Labrador School Board Facilities

6.1 Approval Process

- 6.1.1 All individuals or groups from the community at large who wish to use school, regional or district office facilities are required to contact:
- The appropriate school administrator, with respect to school facilities; or
 - The Assistant Director of Education (Finance and Administration), with respect to district or regional office facilities at the facilities.
- 6.1.2 School administrators shall:
- Negotiate a *User Agreement* with the requesting party, where appropriate; and
 - Approve any use of their respective **school facilities** by members of the community at large.
- 6.1.3 The Assistant Director of Education (Finance and Administration) shall:
- Negotiate a User Agreement with the requesting party, where appropriate; and
 - Shall approve any use of **district or regional office facilities** by members of the community at large.
- 6.1.4 The Labrador School Board reserves the right to deny permission to community members for the use of district facilities, and to cancel a User Agreement at any time.
- 6.1.5 All User Agreements become null and void as of June 30 each school year, except as approved for extension for the summer by the School Administrator or Assistant Director of Education (Finance and Administration).
- 6.1.6 Schools are closed during the summer months and school administrators may be unavailable. Therefore, the use of school space during the summer months should be arranged prior to school closing in June. Approval on short notice for the use of school space during the summer months may not be possible.
- 6.1.7 User Agreements may be obtained from the school office, or the Labrador School Board district office or accessing Policies - Community Use of District Facilities on the Labrador School Board website (www.lsb.ca).
- 6.1.8 Each community group wishing to use district facilities shall be required to designate a **person in charge**.
- The Use Agreement shall be signed by representatives of both parties. The original shall be retained by the district and a copy provided to the person in charge.
 - Key(s) to district facilities shall only be provided to community groups when they require regular access to facilities outside of hours covered by

district staff (e.g. custodial person). In these cases, keys shall be provided to the person in charge and they are the responsibility of that individual.

6.1.9 From time to time, the Labrador School Board may approve an arrangement whereby a community agency (e.g. Family Resource Centre; Public Library) is located in a district facility and operates from there on an ongoing basis as a tenant-partner agency.

- a) A Labrador School Board *Memorandum of Understanding* (MOU) shall be completed and approved by the Assistant Director of Education (Finance and Administration) and the person in charge of the community agency, prior to the agency commencing operations in a Labrador School Board facility.
- b) The MOU shall be signed by both parties. The original shall be retained by the district and a copy provided to the community agency.

6.2 Hours of Use

Hours of use shall be negotiated as appropriate between the Labrador School Board/schools and individuals or groups from the community at large. User groups must ensure that hours of use are adhered to as outlined in the User Agreement or MOU. Utilization of the facility not in accordance with the Agreement may necessitate the imposition of additional fees (if applicable) for which the user group shall be responsible.

6.3 Insurance and Liability

6.3.1 The provincial government provides a *General Liability Insurance Policy* for all schools which protects both school boards and user groups against legal liability arising out of the use of district facilities. The provincial government's policy only covers the school facility and parameters within the control of Labrador School Board. No insurance coverage is in effect for individuals /participants /spectators of the various groups for their activities. Injury inflicted upon one participant by another, or injury sustained as a consequence of participating in a sporting event or other activity or as a spectator to either is not covered.

6.3.2 User groups should investigate liability and /or personal accident insurance and may wish to purchase such insurance at their own discretion.

6.3.3 The Labrador School Board shall not be liable for any injury received by any participant or spectator, or for any loss of, or damage to, property, clothing or personal effects of any person or group using district facilities.

6.4 Damage to Property

6.4.1 User groups shall be held responsible for:

- a) Limiting activities to the area(s) of the building and property as stated in the User Agreement;
- b) Ensuring that the facility is returned to a satisfactory condition and ready for business; and
- c) Damages incurred as a result of their use of district facilities.

- 6.4.2 Repairs resulting from damages incurred shall be approved by the district's **Manager of Facilities and Maintenance** or his/her designate.
- 6.4.3 Fees for damages shall be charged to user groups and must be paid in full prior to the group being permitted to use the district facilities in the future. Failure to pay any and all damages in full in a reasonable time period may result in legal action to recover same.

6.5. Access to Facilities

- 6.5.1 Labrador School Board and school-sponsored activities take priority over the use of the facilities by community groups. The following community user groups shall be considered as priority groups for access to district and school facilities when not in use for Labrador School Board purposes:
 - a) Not-for-profit groups which provide programs for children and/or youth (e.g. Cubs, Scouts, Girl Guides, Brownies and Cadets)
 - b) Duly constituted public organizations whose mandate is the cultural, social or educational improvement of the community and includes such recognized community groups as town councils and local church groups.
 - c) Other public/not for profit community users (e.g. athletic and special interest groups, other non profit special interest clubs/groups).
- 6.5.2 Private or commercial entities:
Individuals or groups who wish to use district facilities for personal or commercial gain should only be approved where there is no suitable facility in the community and where there is no known competition with other private enterprises.

6.6 User Fees

- 6.6.1 All User Fees must be paid to the school or district, and a receipt provided to the organization or individual.
- 6.6.2 100% of rental fees for school facilities shall be allocated to the school.
- 6.6.3 District and school staff support for activities should be negotiated in the User Agreement or MOU, where there are costs to be incurred by the district.
 - a) All fees collected to cover janitorial, maintenance or other such costs at schools are to be submitted to the district office.
 - b) Any additional hours accumulated by school staff as a result of facility use by community groups must be paid through district payroll.
- 6.6.4 Non-profit groups providing programs and activities for children and youth shall not be charged a rental fee for the use of school space.
- 6.6.5 Other public/not-for profit community users, **may be** charged a **nominal** rental fee at the discretion of the school administrator. Such fee shall not to exceed \$14.00 for each use of the facility.

6.6.6 Private/commercial users shall be charged a rental fee as per the table below.

SPACE	PER HOUR	PER DAY
Classrooms; other rooms	\$ 20	\$ 20 first hour; \$ 10 for each additional hour
Gymnasium	\$ 40	\$ 250
Gymnasium + Kitchen	\$ 50	\$ 350

6.7 Supervision of Activities

All activities must be supervised by an appropriate number of adults 19 years of age or older, as approved by the school administrator or Assistant Director of Education (Finance and Administration).

6.8 Participants

6.8.1 Only the individuals listed in the User Agreement shall be permitted in the facility as part of the user group.

6.8.2 User Groups shall not permit any person not named on the User Agreement to be admitted to the school or district facility as part of the user group.

6.8.3 The list of participants to the User Group may be revised with the mutual consent of the school/Labrador School Board subject to reasonable notice of same being given to the school/ Labrador School Board.

6.9 Access to District and School Equipment

6.8.1 Consumable materials such as paper, art supplies, tape, etc. should not be made available to user groups.

6.8.2 Access to equipment such as TVs, VCRs, computers, projectors, sports equipment, etc. should be negotiated in the User Agreement or MOU. The district reserves the right to deny access to district equipment for community groups.

6.10 Storage of Supplies

Equipment or supplies owned by community groups shall only be stored in district facilities or on district property with the permission of the school administrator or Assistant Director of Education(Finance and Administration). No temporary or permanent fixtures shall be erected in district facilities or on district property without the permission of the school administrator or Assistant Director of Education (Finance and Administration).

6.11 Fire and Life Safety Regulations

User groups shall be required to comply with all fire, health, life safety regulations, and local ordinances, and are responsible for becoming familiar with the emergency evacuation plan for the facility.

6.12 Prohibited Activities

- 6.11.1 The use of tobacco and alcohol in district buildings or on district property is not permitted at any time.
- 6.11.2 Weapons of any kind are prohibited.
- 6.11.3 No open flames or smoke emitting substances are to be burned in or around school facilities.
- 6.11.4 Only non-marking rubber-soled shoes are to be worn in school gymnasiums.
- 6.11.5 Violation of these rules may result in the cancellation of a user agreement.

6.13 Cancellation

- 6.13.1 Labrador School Board reserves the right to cancel community use of district facilities. In such circumstances the school administrator or Assistant Director of Education (Finance and Administration) shall:
 - a) Provide a minimum of 48 hours notice to the community members, except in exceptional or emergency circumstances;
 - b) Refund any appropriate fees; and,
 - c) Where possible, attempt to make alternate arrangements with community users.
- 6.13.2 The Labrador school Board requires a minimum of 48 hours notice from members of the community at large for cancellation of the use of district facilities, except in exceptional or emergency circumstances.
- 6.13.3 Any expenses resulting for the district as a result of a community group not using district facilities and not providing notice of cancellation must be paid by the community group.
- 6.13.4 When school or district activities and operations are cancelled due to inclement weather, use of district facilities by members of the community at large shall be cancelled at the discretion of the school administrator or Assistant Director of Education (Finance and Administration).

LABRADOR SCHOOL BOARD

User Agreement for District Facilities

NAME OF SCHOOL:

USER GROUP:

ADDRESS:

GROUP SUPERVISOR(S)/PERSON(S) INCHARGE:

NAME: _____

PHONE: _____

NAME: _____

PHONE: _____

Facility/Room Required		
Yes	No	Gymnasium
Yes	No	Classroom(s)
If more than one classroom, # required:		
Yes	No	Other
If other space is required, please specify:		

Frequency of Activity		
One-time Only	Yes	No
If one-time only, date required:		
Daily	Yes	No
Weekly	Yes	No
If weekly, day of the week required:		
Monthly	Yes	No
If monthly, day and dates required:		

Time of Day required:	START TIME	FINISH TIME

INSURANCE:

Has your group previously submitted a claim under an insurance policy? YES NO

If yes, please specify details of claim:

Date of Claim:		
Details of Loss:		
Do you currently have Commercial General Liability Insurance:	YES	NO
If yes, please provide the name of the insurance company, policy number, expiry date, and limit of liability. (Please attach a copy of the Certificate of Insurance):		

TYPE OF FUNCTION:

ACTIVITIES TO BE CARRIED OUT:

Age range of Participants: _____

Number of Participants: _____

KEYS

By signing this document I/we are accepting full responsibility for the key(s) to the above school/facility. It is understood that key(s) are not to be copied or distributed to any parties other than those listed above. Key(s) will not be used for any purpose other than that for which they were issued as per the *User Agreement for School Facilities*. There will be a charge for lost key(s) which may include a fee for lock replacement if deemed necessary for security purposes solely at the school board's discretion.

SIGNATURE OF PERSON(S) IN CHARGE:

Signature

Date

Signature

Date

By signing the above it is understood that the attached ***Community Use of Labrador School Board Facilities Policy and Procedures*** has been read and that the user group will adhere to this policy.

SIGNATURE OF LABRADOR SCHOOL BOARD REPRESENTATIVE:

Signature

Date

List of Participants:

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(Please attach additional sheet if more space is required.)

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