

COMMUNITY USE OF SCHOOL FACILITIES

Background

As a publicly funded organization and supporter of youth and community programs, the Division is prepared to make its schools and school grounds available for use by community or not-for-profit organizations, groups of staff members, and by partners in education on a regular or intermittent basis provided the rental or lease activity does not negatively impact upon the primary purpose of the Division's facilities – the education of students. High priority and favorable rental/lease rates will be given to youth-oriented groups while lower priority and higher rental/lease rates will apply to adult-oriented groups.

Rental/lease rates will be determined on an incremental cost basis, where incurred, for school, youth and community programs and at or near full market rates for all other programs or uses. In general, the Division will not rent or lease facilities to commercial, profit-oriented entities or individuals or to groups for private social parties. Facilities surplus to the Division's educational needs may be rented or leased at a rate designed to at least recover the Division's operating costs or, if possible, at full market rates commensurate with the age and condition of the facility being leased or rented.

Procedures

1. Liability: The renter shall indemnify and save harmless the Division from all liabilities, damages, costs, claims, suits or actions arising from:
 - 1.1 Any damage to the property howsoever occasioned by the use and occupation of the premises; or
 - 1.2 Any injury to any person or persons, including death resulting at any time therefrom, occurring in or about the premises or any part thereof or resulting from the use and occupation of the premises during the term of this rental agreement from any cause whatsoever.

Insurance: Without limiting the generality of the renter's promise in the paragraph above, it is recommended that the renter maintain, during the term of occupation of the rented premises, comprehensive general liability insurance in an amount not less than \$1,000,000. Good Spirit School Division reserves the right to require proof of insurance where planned activities are deemed to be risky by the principal and/or Facilities Manager.

2. Under the general supervision of the Chief Financial Officer, the Facilities Manager is responsible for facility rentals and leases. Rental rates are defined in detail in the appendix to this administrative procedure.

Since the requests for lease or rental of Division facilities vary widely in nature, the Chief Financial Officer or designate has discretionary power in dealing with unusual circumstances where these procedures may not apply.

3. The principal of the school will carry out the scheduling of community activities in consultation with the School Community Councils.
 - 3.1 School activities shall have priority when scheduling community use of school facilities activities, subject to procedure 3.2.
 - 3.2 Under normal circumstances, a scheduled community use of school facilities activity shall not be cancelled to allow a school-related activity unless forty-eight hours notice has been given to the appropriate contact person. The requirement for forty-eight hours notice shall be waived in emergent situations.
 - 3.3 Cancellation of a community use of school activity shall be communicated to the principal forty-eight hours before the time the activity was scheduled, wherever possible.
 - 3.4 All community use of school facilities activities shall be conducted in those areas specified by the principal.
 - 3.5 All community use of school facilities activities shall be concluded by 10:00 p.m. unless the principal or Facilities Manager has approved prior arrangements.
4. Community use of school activities will be supervised by the sponsors of the activities in a manner acceptable to the principal of the school.
 - 4.1 Sponsors of the community use activity scheduled into a school facility shall submit the name(s) of supervising personnel to the principal.
5. When damage to school facilities, furniture and or equipment occurs as a result of community use of school activities, the cost of repair or replacement will be the responsibility of the sponsors of the activity.
 - 5.1 The principal shall be responsible for the collection of the cost of repair or replacement due to damage as a result of community use of school facilities for items covered by any budget under the control and responsibility of the school.
 - 5.2 The Facilities Manager shall be responsible for the collection of the cost of repair or replacement due to damage as a result of community use of school facilities for items covered by the Facilities budget.

Reference: Section 85, 87, 109, 110, 343, Education Act
Forms Manual: Form 547-1

Updated: September 2006, January 2010

Reviewed: August 2015, April 2018