

Policy Statement: Western School District may permit the use of school facilities by community groups and other third party organizations when not required for district educational purposes. The District shall consider safety of students and staff and the protection of district property when approving such use. The District reserves the right to reject any application for use of school facilities.

1. **Application**

This policy applies to the use of all schools within the jurisdiction of the Western School District by employees, volunteers, contractors, and any other third party, individual, and/or organization. This policy applies at all times during the calendar year.

2. **Rationale**

The primary function of the District's school facilities is to serve the needs of the students. A secondary function is to provide, where feasible and practical, the facilities to serve the educational, recreational, and social needs of the community.

3. **Procedures**

3.1 **Application and Approval**

- a) Parties wishing to use the school outside school hours must complete the application form entitled "User Agreement for Use of School Facilities" and submit it to the Principal and/or District Office.
- b) The Principal shall be responsible for approving and scheduling the use of school buildings during the school year for groups in categories Group A-C.
- c) The Assistant Director of Education - Finance and Administration (or designate), in consultation with the Principal when possible, shall be responsible for approving the use of school buildings during summer months or other extended school closures, and for all groups in the Group D category.

3.2 **Standards for School Use**

- a) School facilities shall not be used by any group in B, C or D (Section 3.3) for business purposes to be in direct competition with the private sector and for any other circumstances deemed inappropriate by the District.

- b) School facilities shall be allocated for use outside regular school hours on a priority basis as defined in Section 3.3.
- c) User groups shall only utilize the area(s) of the school as stated in their User Agreement for School Facilities. Breach of this policy may result in the restriction of future use of school facilities and immediate termination of their agreement.
- d) User groups must ensure that use is confined to the timeframe as indicated in their User Agreement for School Facilities. Utilization of the facility not in accordance with the Agreement may necessitate the imposition of additional fees for which the user group will be responsible.
- e) All activities are required to be completed by 10:00 p.m. except in special circumstances where the Principal has approved a later closing time.
- f) The Principal shall decide if janitorial services are required for all events held in the school for Groups A-C. If these services are required, the Principal shall be responsible for making arrangements to ensure the building is cleaned to an acceptable standard. User Groups will be charged a fee for janitorial services if they leave the school in an unacceptable state of cleanliness.
- g) All applications expire at the end of each school year. A new application is required every September for each user group.

3.3 **Defining User Groups**

All user groups are responsible for ensuring there is appropriate supervision for their events.

- a) **Group A: School Sponsored Student Activities (Rental fees do not apply)**
For interpretation, school-sponsored activities will include science fairs, team practices, sports tournaments, etc. The following regulations apply:
 - i. All student use after regular school hours must be under the direct supervision of a teacher, or another responsible adult approved by the Principal. The Principal must ensure that appropriate supervision is provided.

b) Group B: Non-Profit Youth Groups and Employee Recreational Groups **(Rental fees do not apply)**

For interpretation, the following may be included in this group: Employee recreational groups, Guiding Movement, Beavers and Scout Movements, Cadets, etc. The following regulations apply:

Group C: Community Recreation Groups **(Rental fees apply)**

For interpretation, the following may be included in this group: floor hockey, basketball, etc. The following regulations apply:

- i. Before any group is given access to the school, at least one responsible person from the group shall complete and sign a User Agreement for Use of School Facilities form supplied by the school accepting responsibility for the proper care of the building. This proper care includes, but is not limited to, ensuring that all doors and windows are closed and locked, all lights are turned off, and thermostats adjusted (if necessary) when the building is vacated.
- ii. The Principal shall be responsible for supplying the Purchasing Manager with a schedule of all user groups by October 1 of each school year using the Community Use of Schools Schedule Form. The schedule shall include the name and telephone number of the individual(s) designated to secure the building. Any changes during the school year shall also be forwarded to the Purchasing Manager.

c) Group D: Other User Groups **(Rental fees apply)**

For interpretation, the following may be included in this group: Come Home Year celebrations, summer use, public meetings, RCMP Training, etc. The following regulations apply:

- i. Before any group is given access to the school, at least one responsible person from the group shall complete and sign a User Agreement for Use of School Facilities form supplied by the district accepting responsibility for the proper care of the building. This proper care includes, but is not limited to, ensuring that all doors and windows are closed and locked, all lights are turned off, and thermostats adjusted (if necessary) when the building is vacated.
- ii. The Assistant Director of Education - Finance and Administration (or designate) shall decide if janitorial services are required and ensure such

arrangements are in place. A charge may be imposed on Group D users by the District for janitorial services if deemed necessary.

3.4 **Rental Fees**

There shall be a rental charge for User Groups who fall in the categories of Group C and Group D, as per the schedule of charges set by the District (Rental Rates for Use of School Facilities form). This rental charge is subject to periodic review and change.

- a) The rental fee shall be paid to the Principal of the school (or designate).
- b) All revenues collected in rental fees shall be deposited in the School Funds Bank Account and retained by the school.

3.5 **Liabilities**

The Department of Education has issued an insurance policy for all schools that allows for community activities to take place. The User Group Liability Insurance Policy protects both school boards and user groups against legal liability arising out of the use of the school board property.

- a) Insurance coverage is as follows:
 - i. Government's policy is a school facilities premises only liability insurance which does not cover user groups for their liability. Injury inflicted upon one participant by another, or injury sustained as consequence of participating in a sporting or other activity, is not covered.
- b) User groups shall be held responsible for damages incurred to school facilities as a result of the group's, or any individual's, actions while using the facility. Fees for damage must be paid in full before the group will be permitted to use the school facility into the future.
- c) **Additional Liability Insurance**
User groups may wish to purchase, at their own discretion, liability and/or personal accident insurance. It is the responsibility of the individual who signs the User Agreement on behalf of the group to ensure that all participants are informed and aware of this provision.

3.6 Administrative Requirements

- a) Utilization of consumable school materials, such as art supplies, tape, or other such materials, is not permitted. School equipment such as computers and/or interactive white boards shall not be used without the written consent of the Principal.
- b) Schools have to be ready for children each day and outside activities shall not interfere with this requirement:
 - i. Principals have a responsibility to ensure arrangements are in place for clean-up following an event.
 - ii. In cases where a group is responsible for clean-up, and they fail to comply, a fee for maintenance and/or custodial costs will be charged. Depending on the circumstances, a Principal may cancel privileges for a group who fails to keep a school clean under the terms of the user agreement.
- c) Key(s) are the responsibility of the individual(s) who sign for them. They are not to be copied or distributed to other groups or individuals. Key(s) are only to be used for the specific purpose stated in the user agreement. There will be a charge for lost key(s) which may include a fee for lock replacement if deemed necessary for security purposes.
- d) All activities must be under the supervision and control of a responsible adult, who has signed the User Agreement, and who will personally assume responsibility for the observance of the rules and requirements set out by the School District.
- e) User groups are responsible for becoming familiar with the emergency evacuation plan of the facility.
- f) Smoking and the consumption of alcohol on school property are strictly prohibited. In extremely rare circumstances the District may approve alcohol consumption for Group D events for which there is no other suitable location in the community to hold the event, as per the Alcohol Consumption on District Property policy.
- g) Only the individuals as listed in the user agreement shall be permitted in the facility as part of the user group. The list of participants may be revised

provided reasonable notice is given to the School Board. User groups are not to admit any other persons to the school facility.

- h) Groups using school facilities shall use proper equipment for the activity taking place to protect the school from damage (e.g. regulation-type footwear to protect gym floors). The Principal shall monitor equipment used to ensure there is no damage to the facility.
- i) No temporary structures shall be erected on school property without the express written consent of the School District.
- j) The School District reserves the right, at its discretion, to terminate the user agreement at any time and to deny access to any user group.
- k) For the sake of good order and to accommodate special circumstances, the school principal/district may impose other specific regulations on groups using the school. Such regulations shall not contravene any regulations stated in this policy, and shall have prior approval of the Assistant Director of Education - Finance and Administration (or designate).

Approved: January 19, 2012	Review Date: January 2015	Updated:
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