



## **FACILITY USAGE**

### **GOVERNANCE POLICY**

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#### **1.0 PRINCIPLES**

- 1.1. The primary purpose of school facilities is for the delivery of the Public School Program (PSP) and co-curricular and extra-curricular activities. The South Shore Regional Centre for Education (SSRCE) recognizes that school facilities represent a significant resource in their communities, just as the communities are a valued resource for our schools. Therefore, an effort should be made to have school facilities accessible for use by those communities when not needed for instructional, co-curricular or extra-curricular activities.
- 1.2. Certain conditions must be applied to this use to ensure the facilities and their contents are protected from loss or damage, any identifiable incremental costs resulting from the use are recovered from the user unless specifically waived and the SSRCE's liability exposure is not significantly increased as a result of the use.
- 1.3. To address these conditions, formal procedures for school facility use will be implemented. In order to recover some of the incremental costs and to provide revenue generation opportunities to individual schools, fees may be charged for the use of school facilities, as defined in the Administrative Procedures.
- 1.4. School facilities include school buildings and their grounds, the regional office building, bus garages and sport fields.
- 1.5. The Principal of each school will be responsible for the administration of this policy as it relates to school buildings and sport fields. The Regional Executive Director and Director of Operations are responsible for the regional office building and the bus garages, respectively. The Regional Executive Director may deny the use of school facilities to individuals or groups whose goals, aims and principles are not consistent with the SSRCE's mission and goals.

#### **2.0 POLICY FRAMEWORK**

This policy complies with the Education Act and other provincial acts and policies.

#### **3.0 AUTHORIZATION**

The Regional Executive Director is authorized to issue procedures in support of this policy.

## FACILITY USAGE

### ADMINISTRATIVE PROCEDURES

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#### **1.0 FACILITY USER GROUPS (IN ORDER OF PRIORITY)**

- 1.1. Group 1: Delivery of the Public School Program and related co-curricular and extra-curricular activities under the authority of the SSRCE and the supervision of the School Principal.
- 1.2. Group 2: SSRCE activities and SSRCE sponsored programs and activities sponsored by associated support groups such as Home & Schools, School Advisory Councils, Band Parent Associations.
- 1.3. Group 3: Not for Profit and non-commercial organizations such as youth groups, community groups and organizations such as recreation commissions and service clubs.
- 1.4. Group 4: Individual members of the public for personal or group use.
- 1.5. Group 5: Commercial Activities, Political Events, Religious Services and other public rentals will be considered only after all of the above needs have been addressed and will be at the discretion of the School Principal.

#### **2.0 BUILDING SECURITY**

- 2.1. School principals are responsible for the security of their building(s) and grounds.
- 2.2. School custodial staff, whether SSRCE staff or contracted, have a primary responsibility to clean the school and to ensure it is secure when they leave. They cannot be expected to provide supervision of activities that may be going on in the school. They should be informed of planned activities in the school so they may schedule their cleaning work accordingly.
- 2.3. After all school activities have ended for the day, the building should be secured to prevent casual or unauthorized entry. Each group using the facility must have a designated responsible person to arrange for access to the building, supervise the activity and ensure the group members use only the approved portions of the facility. The custodial staff member can allow the group

leader access to the building provided they have been advised who to expect and when. After the group leader is admitted, it will be the user group's responsibility to ensure all of their participants gain access to the facility while keeping the building secure at all times. Facility users should not allow access to persons not participating in their activities. If another user has been authorized, then their access should have been arranged.

- 2.4. Only school staff or groups under the direction of school staff or a registered volunteer should be permitted to remain in a building after the custodial staff member has left and secured the building. In this event it will be the staff member's or the registered volunteer or activity leader's responsibility to ensure the building is secure when they or their group leaves. A registered volunteer is a person who, in the opinion of the Principal can be given the responsibility for the care and security of the school building and meets the criteria outlined in the EECD's Volunteer Background Check Policy.
- 2.5. All facility users must be provided with emergency contact numbers for use should an incident occur. Keys and access codes to security systems should only be provided to persons not employed by the SSRCE if they have been approved by the Principal as a registered volunteer. Keys must be recovered and codes disabled when the activity is complete.

### **3.0 LIABILITY INSURANCE**

- 3.1. The SSRCE's liability insurance policy provides protection for all staff and volunteers while operating within the scope of their responsibilities during SSRCE approved activities. This would clearly apply in the cases of approved uses under user Group 1. It could also apply in the case of user Group 2, provided the activity has been approved by the School Principal, is properly supervised and is strictly for the benefit of the school and students.
- 3.2. In the case of user Groups 3 and 4, there is no requirement for additional liability insurance coverage for most activities; however, the users must be aware that they are not protected by the SSRCE's Insurance Policy and may be found liable if an incident does occur during their activity. Groups sponsoring activities considered by the Principal to be high risk should still be required to provide proof of appropriate liability coverage before the activity is allowed to take place. If a group is being given access to the school or school grounds when the school is closed, without SSRCE approved supervision, liability coverage will be required. If the Principal is unsure if additional liability coverage is required they should consult the Director of Finance.
- 3.3. All facility users in Group 5 must provide a certificate of insurance in the amount of \$2 million naming the SSRCE as an Additional Named Insured and in the case of Private Partner Schools, also naming the Private Partner and the Province of Nova Scotia as an Additional Named Insured.

### **4.0 INCREMENTAL COSTS**

- 4.1. All school users will be required to pay for any identified incremental costs that result from the use of the facility or grounds. These will normally only be costs related to extra custodial services or building security but could include other costs in some circumstances. These charges are the responsibility of the user and will be payable to the SSRCE or contracted service provider when the Facility Use Agreement is executed or when the actual incremental costs have been calculated.

## **5.0 FACILITY USE AGREEMENT**

- 5.1. Facility users in Groups 1 and 2 are not required to complete a Facilities Use Agreement (attached as Appendix A).
- 5.2. All applicants for the use of school facilities or grounds must be responsible adults.
- 5.3. All facility users in Groups 3, 4 and 5 must complete a Facilities Use Agreement for each specific use. If the use is to be of a regular nature, i.e., weekly, monthly, etc.; only one application per school year is required. The agreement contains a clause accepting responsibility for any damage caused by the group's use of the facility, a waiver holding the SSRCE harmless for any liability resulting from the activity and an agreement to abide by the facility use regulations.
- 5.4. "Joint Use Agreement" means an agreement as defined in the Education Act, between a municipality and the Regional Centre for Education. The Minister of Education has signing authority in law for all Joint Use Agreements. The terms of Joint Use Agreements will override the provisions of this policy.

## **6.0 ADMINISTRATION AND MONITORING**

- 6.1. The school principal is responsible for the administration of these procedures at the school site.
- 6.2. The principal will maintain a calendar of all scheduled activities. The calendar will identify the part(s) of the building or school property being used and the duration of the activity.
- 6.3. The custodial staff member may deny access to the facility to any person who is not a participant in the approved activity.
- 6.4. The Director of Finance is responsible for the monitoring of these Administrative Procedures and will seek feedback from the schools on an annual basis. (See Section I of this AP)

## **7.0 RENTAL FEES AND INCREMENTAL COSTS**

- 7.1. Rental fees and incremental costs are as follows:
  - 7.1.1. User Groups 1 and 2 – No rental fees (Incremental costs may apply)
  - 7.1.2. User Group 3 - No rental fees charged to non-profit youth groups. (Beavers, Brownies, Cubs, 4-H, Girl Guides, Sparks, Scouts, Organized Youth Sports Groups, etc.). And no rental fees for activities of non-profit community groups and Community Recreation Departments providing the event is not generating net income for the organization. (Incremental costs may apply).
  - 7.1.3. User Group 4 and 5 – There will be a rental fee for Individual/Personal Use, Commercial Organizations, Political Groups, Religious Services, etc., plus any determined incremental costs. A standard rental fee structure for each school will be determined by the principal.
  - 7.1.4. Users are to make payments to the school. The school will pay the school board for any incremental costs.
- 7.2. Incremental Costs:
  - 7.2.1. Incremental Costs are those costs the school would not have incurred had the user not used the facility or grounds. These would include custodian salary and benefits, supplies, and excessive use of utilities such as electricity. These costs are to be recovered from the user based on actual costs incurred by the SSRCE.

7.3. Security Deposit:

7.3.1. In addition to the regular fee structure, the SSRCE may require that a security deposit be made. The SSRCE reserves the right to deduct from a security deposit any amount that is determined to be owing as a result of damage or breakage to school property, and to levy such additional charges as are necessary to make restitution for damage.

7.4. Summer Use and Rates:

7.4.1. Facility use charges for the summer months will be determined on an individual basis and will depend on the nature and extent of the usage required. All summer use must be coordinated with the Operations Department before approval is granted.

7.5. Information Technology Equipment:

7.5.1. Users may indicate they would like to use a school's information technology equipment (smart boards, computers, projectors, etc.). The principal shall have full discretion on whether they will allow any access to this equipment and whether a fee shall apply. The decision will reference the cost, complexity and durability of the equipment.

7.6. Long Term Agreements:

7.6.1. Long-term Facilities Use Agreements may be entered into with recreation departments and other organizations. These agreements must be approved by the Director of Finance.

7.7. Distribution of Rental Fees:

7.7.1. All rental fees will be collected by the school and deposited in the School-Based Funds Account in a separate revenue account. Every school will remit board cost recoveries to the SSRCE Finance Department.

## 8.0 OCCUPANCY LIMITS

8.1. The National Building Code of Canada restricts the number of persons allowed to occupy buildings and rooms at any one time. At the time of application, the SSRCE shall indicate maximum number of participants.

8.2. It is also the responsibility of the user to ensure that all exit doors are kept clear and operational at all times during occupation of the facility.

## 9.0 USE OF GYMNASIUM

9.1. All persons walking on or participating in sports on gymnasium floors shall wear clean athletic shoes designed for that purpose, having soft, non-marking soles. No street shoes, boots or athletic shoes worn outside shall be allowed at any time on an uncovered floor.

9.2. Footwear causing black marks on the floor is definitely not permitted.

## 10.0 FUNERAL SERVICES

10.1. Principals may receive requests to use a school for funeral services. These requests shall be handled by the school principal in consultation with the Director of Finance or designate.

## 11.0 SPORT FIELDS

11.1. The vast majority of school sports fields are owned by the SSRCE. SSRCE owned fields are maintained and scheduled by the SSRCE. A small number of sports fields are owned by municipal units. In these cases, either the municipal unit maintains and schedules the field, or the SSRCE maintains and schedules the field. P3 school sports fields are owned, maintained

and scheduled by the private company. Each principal should consult with and receive clear directions from the Director of Operations as to ownership, maintenance and scheduling.

- 11.2. SSRCE owned fields are to be maintained by the grounds staff of the Operations Department.
- 11.3. The principal shall be responsible for scheduling and field usage agreements (for SSRCE owned fields) with sport organizations or municipal recreation departments, and determination of any applicable fees to recoup field maintenance costs. Any agreements shall address rules, limitations and the responsibility for damage done to fields.
- 11.4. Sport associations or municipal recreation departments using these fields may at their own expense and with the approval of the principal, provide portable washrooms and garbage containers. They will also be responsible for regular cleaning and collection services.

## **12.0 RESPONSIBILITIES**

It shall be the responsibility of the Regional Executive Director to ensure these administrative procedures are followed.

**APPENDIX "A"**

**FACILITIES USE AGREEMENT**

<b>Name of School</b>		
<b>Facilities Required</b>		
<b>Activity</b>		
<b>Maximum Occupancy of Facilities Being Used</b>		
<b>Date(s) of Activity</b>		
<b>Time</b>	<b>From:</b>	<b>To:</b>
<b>Name of Organization Using Facility</b>		
<b>Will the user charge admission and if so, how much?</b>		

**Representative of organization designated to be in charge of this group is:**

<b>Name</b>	
<b>Address</b>	
<b>Telephone</b>	

**Fees and Custodial/Incremental Costs:**

<b>Custodial Services Required: If yes, number of hours:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Rate for SSRCE Staff: <i>As advised by Property Services and to be paid to SSRCE</i></b>	
<b>Facility Rental Fee (if applicable):</b>	
<b>Custodial/Incremental Cost <i>Custodial charges are CUPE Contract plus 10%</i></b>	
<b>Other</b>	
<b>Total Charges:</b>	

Fees and custodial/incremental costs are payable in advance of activity and MUST accompany the Contract. Cheques for fees are to be made payable to the school.

**APPENDIX “A”**

**Emergency Phone Numbers:**

<b>Fire/Ambulance Police:</b>	<b>911</b>
<b>Principal</b>	
<b>Operations Department:</b>	<b>902-521-5531 (Manager of Facility Maintenance)</b>

<b>Certificate of Insurance:</b> <input type="checkbox"/> <b>Not Required</b> <input type="checkbox"/> <b>Attached</b>
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**User Agreements**

- In consideration of the use of the premises, the User through its designated signatory to the agreement understands and agrees that:
  - The SSRCE does not carry any insurance for the benefit of the User or its individual members.
  - The User group members present are jointly and severally liable to the SSRCE for any damage caused to the school property by their use of the premises; and,
  - The SSRCE is not liable for any injury, loss or damage to any member of the group by any cause whatsoever during their use of the premises except such caused solely by the negligence of the SSRCE.
  - The User and all participants will adhere to all applicable Regulations (Appendix “B”) of this Contract.

<b>Signatures:</b>	
_____	_____
<b>School Principal</b>	<b>Date</b>
_____	_____
<b>On Behalf of User</b>	<b>Date</b>

**NOT VALID UNLESS SIGNED BY BOTH PARTIES PRIOR TO BOOKING**



## **APPENDIX “B”**

### **REGULATIONS**

1. A written application shall be made to the Principal on the prescribed forms supplied by the SSRCE, not less than 14 days before the date which the facility/grounds is required. The Principal may waive the time requirement in the case of emergency. An applicant, prior to obtaining approval, should check the facilities to be used with the principal or their designate.
2. The building will be available for use only upon presentation of the approved application to the Supervisor in charge. The building is to be used only on the date or dates and hours indicated and for the purpose specified in the application. The building must be vacated by the time shown on the application.
3. The approved applicant shall be responsible to the SSRCE for all damages to the building and/or equipment and shall indemnify and save harmless the SSRCE from any claim whatsoever by or in respect of any person or persons.
4. Permission to charge an admission fee or to sell refreshments or other goods is subject to the Principal’s approval.
5. The Principal maintains the right to cancel, after due notice, any agreement if facilities are misused and to cancel, with reasonable notice, if the facility is required by the school or the SSRCE.
6. No advertising in connection with any production is to be displayed or affixed to any part of the school grounds or premise unless authorized by the Principal.
7. The applicant shall be responsible for the conduct of all persons admitted to the facilities approved for use and shall see that all regulations contained in this application are strictly observed. If the nature of use of the school facility requires special supervision in the opinion of the Principal, the applicant shall be required to provide proper and adequate supervision. If it is found that the standard of supervision was not of an acceptable level, or the applicant did not follow the specified regulations, the approved application may be canceled and no other issued to that organization in the future.
8. Activities must be under the supervision of the person/persons deemed to be responsible in the opinion of the principal/designate.
9. It is the user group’s responsibility to grant access only to their participants and to keep the building secure at all times.
10. Groups using the school facilities shall confine activities to the facilities designated and the associated corridors, entrances and washrooms. All other areas are out of bounds.
11. When schools are closed due to inclement weather, all activities will be cancelled unless specific arrangements are made with the principal.

## **APPENDIX “B”**

### **REGULATIONS CONT'D**

12. Alcoholic beverages will not normally be permitted on school premises at any time. If requested by the SAC, an exception may be granted if authorized by the Principal of the school and the Regional Executive Director. The letter of authorization will be signed by both the Principal and the Regional Executive Director and shall include all conditions of use, including the requirements of the applicant to obtain all necessary licenses, attendee age restrictions, and a certificate of insurance in the amount of \$2 million naming the SSRCE as an Additional Named Insured.
13. Smoking will not be permitted on school premises at any time.
14. Use of school facilities during Christmas, March Break, and the summer must be scheduled with the consideration of cleaning and repairs. Principals must consult with the Operations department or private operator before any bookings are approved.
15. All applications for continued use of schools must be made to the principal at the beginning of each school year.
16. Use of cafeteria kitchen facilities may require the presence of appropriate cafeteria personnel. Any cost associated with this presence will be the responsibility of the user.
17. All facility users are responsible to ensure that appropriate arrangements have been made to perform any necessary cleanup resulting from their activity.
18. All users of the facility must be aware of and comply with fire regulations (Appendix “C”) while using school buildings. These will be addressed in the usage agreement.
19. Any group or organization renting school facilities for a dance must provide a minimum of four responsible adults – two of whom must be uniformed security, to be conspicuously on the school premises for the duration of the activity. The cost for this service is to be paid by the group or organization using the school facilities.
20. The user must ensure that any sound, lighting, or other electrical equipment brought into the school meets current safety standards with respect to construction, installation, maintenance and operation thereof. Connection to the building electrical system shall be through approved receptacles and matching connector plugs. If available power is inadequate to meet requirements, arrangements for temporary service must be made through the Property Services Division at least three weeks prior to the event with any related costs charged to the user.
21. Evening activities held Monday to Friday during the school year should end not later than 9:30 p.m. to allow for proper cleaning and securing of the building. The Principal may limit evening activities to an earlier time to coordinate availability of custodial services. Usage beyond 9:30 p.m. will require special advance arrangements with the school and the user will incur additional custodial costs. Overnight use of the school will require a fire and safety inspection by Fire Marshall prior to the overnight function.

## APPENDIX “C”

### FIRE SAFETY PLAN

#### **FIRE PLAN**

- Check posted floor plan as to fire exits (located by every exit of room)
- Locate pull station-in case of a fire.
- Fire extinguishers are located around the building - Aim, Squeeze, Sweep.
- Do not wedge open any exit doors.
- Keep fire lanes clear around the building.
- Do not obstruct any fire exits.

#### **UPON HEARING AN ALARM**

- Remain calm and be alert for signs of fire.
- Ensure persons with special needs are receiving the assistance required to assist them in exiting the facility.
- Conduct a sweep of your area including corridors and washrooms to confirm occupants have evacuated.
- Close all doors behind you.
- Evacuate to the exterior designated meeting area.
- Follow instructions by the person in charge or their appointed replacement.
- Do not leave the meeting point until instructed to do so.

Note: Occupants are to evacuate the building immediately, regardless of weather conditions. Persons are not allowed to retrieve coats or personal belongings.

#### **DISCOVERY OF SMOKE OR FIRE**

- Notify other persons in the immediate area.
- Activate the nearest fire alarm pull station.
- Use fire extinguisher to extinguish the fire if possible. This is a recommendation not a requirement.
- Notify the fire department (911 or 9-911)
- Notify the person in charge
- Leave via designated exists (fire escape plans located at every exit of rooms, and gymnasiums) to designated meeting point.
- Be prepared to direct the person in charge or the fire department to the fire when they arrive.

#### **USE OF FIRE EXTINGUISHERS**

- **PULL** the pin between the two handles
- **AIM** the nozzle at the base of the fire, since the pressure of spraying directly into the fire may spread the burning material
- **SQUEEZE** the handles together
- **SWEEP** the extinguisher form side to side. Evenly coat the entire area of fire. Keep applying the fire extinguishing agent even after the flames are put out. Stay near the extinguished fire, if possible until the fire department arrives.

## APPENDIX “C”

**ONLY CONSIDER ATTEMPTING TO EXTINGUISH A SMALL FIRE WITH A FIRE EXTINGUISHER IF:**

- You are confident it is safe to do so, and
- The fire is not between you and your only exit.