

FACILITY USAGE

GOVERNANCE POLICY

CONTENTS

1.0 PRINCIPLES

2.0 POLICY FRAMEWORK

3.0 AUTHORIZATION

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. 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, and sport fields.
- 1.5. The Principal of each school will be responsible for administering this policy as it relates to school buildings and sports fields. The Regional Executive Director and the Director of Operations are responsible for the regional office building. 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

CONTENTS

- 1.0 FACILITY USER GROUPS**
- 2.0 BUILDING SECURITY AND SAFETY**
- 3.0 LIABILITY INSURANCE**
- 4.0 INCREMENTAL COSTS**
- 5.0 FACILITY USE AGREEMENT**
- 6.0 ADMINISTRATION AND MONITORING**
- 7.0 RENTAL FEES AND INCREMENTAL COSTS**
- 8.0 OCCUPANCY LIMITS**
- 9.0 USE OF GYMNASIUM**
- 10.0 SPORTS FIELDS**
- 11.0 RESPONSIBILITIES**
 - APPENDIX “A” - FACILITIES USE AGREEMENT**
 - APPENDIX “B” - WAIVER AND ASSUMPTION OF RISK**
 - APPENDIX “C” - REGULATIONS**
 - APPENDIX “D” – FIRE SAFETY PLAN**
 - APPENDIX “E” – FEE STRUCTURE**

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, school initiated before and after school activities.
- 1.3. Group 3: Not for Profit and non-commercial organizations such as youth groups/teams, community groups and organizations such as Municipalities 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, other organizations such as Universities, Colleges, etc. 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 + SAFETY

- 2.1. School Principals are responsible for the security of their building(s) and grounds. In the event of a conflict of interest, the Family of Schools Supervisor should handle the decision and elevate it to the Director level as necessary.
- 2.2. School custodial staff have a primary responsibility to clean the school and to ensure it is secure when they leave. They will not provide supervision of activities that may be going on in the school. They are to be informed of planned activities in the school so they can schedule their cleaning work accordingly.

- 2.3. Access in the form of swipes and keys will be made available only to users who are SSRCE staff members or registered users. Swipes and keys will be made available only for activities that fall under Groups 1 through 4. A registered user is someone who has completed a Criminal Record Check and Vulnerable Sector Check and has been approved by the Principal. Keys and swipes must be recovered and access codes disabled when the agreement ends. Swipes will be programmed to work only during the scheduled activities. Keys and swipes must not be shared. If multiple users require access, they must be identified in the Facility Usage Agreement and must have completed the appropriate checks.
- 2.4. The facility users' access and security plan will be required for all events and is part of the Facility Usage Agreement. Any failure to follow that plan may lead to cancellation of future bookings.
- 2.5. Custodial staff will be required for cleanup for all activities outside of normally scheduled custodial hours that involve the public entering the buildings like games, tournaments and fairs. If the Principal or Designate feel that an event should have full custodial coverage this can be discussed and arranged with Operations Management. Events for Group 5 will require custodial staff for the entire event.
- 2.6. Before activities begin, and after all school activities have ended for the day, the building is to be secured to prevent casual or unauthorized entry. Each group using the facility must designate a responsible person to arrange access to the building, supervise the activity, and ensure that group members use only the approved portions of the facility. A custodial staff member may allow the group leader access to the building, provided the staff member has been advised whom to expect and when. After the group leader is admitted, the user group is responsible for ensuring that all participants gain access while the building remains secure and that only approved areas are used. Facility users should not allow access to persons who are not participating in their activities.
- 2.7. Groups are not permitted to leave the doors open and unattended through use of rocks/sticks, chairs etc. If it is reported that a group has not adhered to this policy, it will result in cancellation of future rentals.
- 2.8. All facility users must be provided with emergency contact numbers for use should an incident occur.

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. If the user group does not have insurance, a waiver must be signed and accompany the application.
- 3.3. For user Groups 3 and 4, additional liability insurance coverage is not required for most activities; however, users must sign a waiver acknowledging that they are not protected by the SSRCE's insurance policy and may be found liable if an incident occurs during their activity. The Principal should still require groups conducting activities considered high-risk to provide proof of

appropriate liability coverage before the activity is allowed to take place. If the Principal is unsure whether additional liability coverage is required, they should consult the Director of Finance.

- 3.4. All facility users in Group 5 must provide a certificate of insurance in the amount of \$2 million naming the SSRCE as an Additional 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 (attached as Appendix "A") for each specific use and team. 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.

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 or designate 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. This calendar will be shared digitally with the Operations Department.
- 6.3. The Principal or designate will digitally submit all Facility Usage Agreements to the Operations Department.
- 6.4. The Director of Operations is responsible for the monitoring of these Administrative Procedures and will seek feedback from the schools on an annual basis.

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 will be charged to non-profit youth activities or groups (Beavers, Brownies, Cubs, 4-H, Girl Guides, Sparks, Scouts, Organized Youth Sports Groups, etc.) (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., (incremental costs may apply).
 - 7.1.4. A fee structure is attached as Appendix "E". Users are to make payments to the school. The school will pay the Regional Centre 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, additional maintenance required, and excessive use of utilities such as electricity. These costs will be determined 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. July and August maintenance of schools shall take precedence over all other activities.

7.5. Information Technology Equipment:

7.5.1. Users may indicate they would like to use a school's information technology equipment (computers, projectors, etc.). The Principal shall have full discretion on whether they will allow any access to this 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.

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. This is to be verified with every specific use.

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

9.0 USE OF GYMNASIUM

9.1. All persons participating in sports on gymnasium floors shall wear clean athletic shoes designed for that purpose and having soft, non-marking soles. Street shoes, boots, or athletic shoes worn outside shall not be permitted on an uncovered floor at any time.

9.2. Footwear that causes black marks on the floor is not permitted.

10.0 EQUIPMENT USAGE

10.1. Facility rental contract is for space only. Use of gym equipment is to be arranged and approved by the Principal.

10.2. Table/chair requirements may be arranged depending on the facility use. Events requiring grouped seating chairs must be set up by custodial staff and additional charges will apply.

10.3. Furniture moved or rearranged must be put back where they were found.

11.0 SPORT FIELDS

- 11.1. SSRCE owned fields are maintained and scheduled by the individual school. A small number of sports fields are owned and scheduled by municipal units or societies.
- 11.2. SSRCE owned fields are to be maintained by the grounds staff of the Operations Department. Any requests for outside contracted service must be approved by the Operations Department.
- 11.3. The Principal shall be responsible for scheduling and facility usage agreements involving SSRCE owned fields with sport organizations or municipal recreation departments.
- 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

Organization/Group/Team Name: <i>Each team and tournament <u>must</u> have a separate facilities use agreement.</i>	Type of Organization/Group: ☐ Group 3 Not for Profit and non-commercial organizations ☐ Group 4 Individual members of the public for personal/group use ☐ Group 5 Commercial activities, political events, religious services and other public rentals If non-profit, please provide registration #
Contact Name (representation of organization designated to be in charge):	Email Address:
Address:	City:
Province:	Postal Code:
Primary Phone Number:	Alternate Phone Number:

FACILITY REQUEST INFORMATION

	Hours	Start Time(s)	End Time(s)	Start Date	End Date
School:					
Room(s):					
Activity Description:	Estimate Number of Participants & Spectators: Will there be Spectators? ☐ Yes ☐ No				
Do you have insurance? ☐ Yes ☐ No A waiver and assumption of risk form must be signed and must accompany this application.	Certificate of Insurance Provided: ☐ Yes ☐ No Completion of Waiver Form Provided: ☐ Yes ☐ No				
Additional items required (if available): ☐ Chairs If so, what quantity: ☐ Tables If so, what quantity: ☐ Other If so, please list:					

Appendix A

Facility Usage Plan:	
Approved Users:	List names of all people that will require swipe access for the user group : _____ Checks Completed ____ Swipe Granted ____ Swipe Returned ____ _____ Checks Completed ____ Swipe Granted ____ Swipe Returned ____ _____ Checks Completed ____ Swipe Granted ____ Swipe Returned ____ _____ Checks Completed ____ Swipe Granted ____ Swipe Returned ____
Access Plan	How will access to the building be controlled? Examples: A parent will be at the front door to let athletes in then once practice has started the door will be locked with no further entries or a parent will be at a table inside the front doors ensuring only the proper people gain access to the building and go to the right place. Reminder: Groups are not permitted to leave the doors open and unattended through use of rocks/sticks, chairs etc
Security Plan	How will access through the building be controlled? This is to ensure there is no access to parts of the building that are not being used. Examples: A parent will be outside the gym ensuring there is no access throughout the building or custodial staff will ensure doors are locked to not allow passage through other parts of the building. Reminder: Each group using the facility must have a designated responsible person to arrange access to the building, supervise the activity and ensure the group members use only the approved portions of the facility

Appendix A

FEES AND CUSTODIAL/INCREMENTAL COSTS (to be filled out by Principal)

Does rental occur outside of regular scheduled custodial hours? ☐ Yes ☐ No	
If occurring outside of regular hours principal must confirm with Manager of Property Services to determine whether custodial services is required.	
Per Manager of Property Services is coverage needed? ☐ Yes ☐ No	
Facility Rental Fee (if applicable):	\$
Custodial/Incremental Cost (if applicable): <i>Custodial charges per fee schedule provided by Department of Finance</i>	\$
Other Charges (if applicable):	\$
Total Charges:	\$

Cheques for fees are to be made payable to the school.

EMERGENCY PHONE NUMBERS

Fire/Ambulance/Police:	911
Principal:	
Operations Department	902-930-3286 (Property Services Manager) 902-521-0580 (Coordinator of Property Services)

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.

SIGNATURES:

School Principal:	Date:
On Behalf of User:	Date:

FOR DEPARTMENT OF OPERATIONS PURPOSES ONLY

☐ Entered in Calendar ☐ Agreement Reviewed ☐ Agreement Signed ☐ Custodial Requirements ☐ Fees
☐ Certificate of Insurance or Waiver Form Provided ☐ Documents Uploaded to SharePoint

Appendix B

WAIVER AND ASSUMPTION OF RISK

I, _____ we, the undersigned, do hereby agree that, as a condition of the use of the Facilities of the South Shore Regional Centre for Education (SSRCE), I hereby assume all risk of personal injury, death, and property loss resulting from any cause whatsoever including but not limited to the inherent risks of sporting activities and/or scheduled event or activity, and I do hereby release the SSRCE, and the employees, and staff of the SSRCE, and their landlords and lessors, from any and all claims that I, we, might have for personal injury, death or property loss except for negligence of the SSRCE. The Undersigned fully acknowledge they have no coverage pursuant to the SSRCE liability policy and further acknowledge they cannot make any claims under such policy.

I, we, ACCEPT AND FULLY ASSUME, full responsibility for any liability with respect to personal injury, death or property loss.

Group/Organization Name	
Group/Organization Signature	
Contact Name	
Address (full mailing address)	
Date	

FOR INTERNAL PURPOSES ONLY	
Staff Receiving:	Date:

Appendix C

REGULATIONS

1. A Facility Usage Agreement shall be submitted by the Principal or Designate on the prescribed forms supplied by the SSRCE, not less than 14 days before the date which the facility/grounds is required. Prior to obtaining approval, the Principal or designate should check the facility calendar
2. The building is to be used only on the date or dates and hours indicated and for the purpose specified in the application or unless arrangements have been made with the Principal.
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 rental 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. When schools are closed due to inclement weather or operational issues all activities will be cancelled.
9. When school and facilities are not closed and there is inclement weather it is the responsibility of the Principal for groups 1 and 2 as to whether the event proceeds or not. For Groups 3 , 4 and 5 the decision as to whether to proceed with the scheduled booking must be made by the organizer and/or the user group that booked the event. Users in groups 3, 4 and 5 with weekend bookings when deciding whether or not to proceed in inclement weather must consider that on a weekend the SSRCE cannot guarantee that the snow clearing and ice removal will be completed or properly completed prior to the event start time. The user needs to consider this issue when deciding to proceed with an event during inclement weather on a weekend where schools would otherwise not be open. If the event goes forward and any issues around inclement weather occur it will not be the responsibility of the SSRCE.

10. 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.
11. Smoking will not be permitted on school premises at any time.
12. Use of school facilities during non-instructional days, Christmas, March Break, and the summer must be scheduled with the consideration of cleaning and repairs. Principals must consult with the Operations department before any bookings are approved.
13. All users of the facility must be aware of and comply with fire regulations (attached as Appendix "C") while using school buildings. These will be addressed in the usage agreement.
14. Any group or organization renting school facilities for a dance must provide a minimum of four responsible adults, to be conspicuously on the school premises for the duration of the activity.
15. 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.
16. 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.

Appendix D

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

- The sounding of a fire alarm during any occupancy of the building requires the immediate and orderly evacuation of the building.
- 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. The site is not to be re-entered until the all clear message is conveyed by the appropriate authority.
- The user accepts responsibility for a false alarm while they are in the building.

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 from 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.

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

Appendix E

SSRCE Facility Use Rental Fee Structure			
Space	Group 4		Group 5
Classroom/Learning Commons	\$10.00 /hr		\$20.00 /hr
Cafeteria	\$20.00 /hr		\$40.00 /hr
Gym - Small	\$10.00 /hr		\$30.00 /hr
Gym - Large	\$20.00 /hr		\$60.00 /hr
Events held outside the designated spaces listed will be subject to review by the Operations Dept.			
SSRCE Custodial Charge Out Rates Per Hour			
Position	Regular @ 1.0	Overtime @ 1.5	Overtime @ 2.0
Head Custodian or Custodian or Janitor or Substitute Janitor	\$27.00	\$40.50	\$54.00
- Hours worked outside their regular shift for permanent employees would be at the rate of overtime @ 1.5 (\$40.50/hour) including Saturdays. - For Sundays the rate would be overtime @ 2 (\$54.00/hour). - If it is a substitute working the rate would be regular @ 1.0 (\$27.00/hour)			