

Public Schools Branch

OPERATIONAL PROCEDURE

COMMUNITY USE OF SCHOOLS	
<i>Policy Section</i> School and Community	<i>Procedure Number</i> 702.1
<i>Pages</i> 3	<i>Approved Date</i> November 13, 2018
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<i>Replaces:</i> PSB Community Use of Schools, August 21, 2018	

1.0 INTRODUCTION

- 1.1 The Public Schools Branch allows community use of its schools.
- 1.2 School premises will be made available for community use in a manner that is both fair and equitable, in accordance with this procedure.
- 1.3 School activities will take priority.

2.0 DEFINITIONS

- 2.1 School premises – a building or property under the management or operation of an education authority that is used in whole or in part for the instruction of students.
- 2.2 Payment in kind - any service or commodity other than cash provided in exchange for the use of a school facilities.
- 2.3 Goodwill - a favour or advantage that may be rendered to the Public Schools Branch or school in lieu of cash or payment in kind.
- 2.4 User - an individual or group who requests or is permitted to use school premises.

3.0 USER

- 3.1 A User must submit the **Community Use of Schools Agreement (Appendix B)** to the school principal for approval prior to school premises being used. The User must agree to the conditions as stated on the *Community Use of Schools Agreement*.
- 3.2 Notwithstanding 3.1, requests from child care providers to occupy space at a school should be submitted to the Corporate Services Department for approval.
- 3.3 In addition, the User must ensure that:
 - 3.2.1 Activities are organized, in that there is structure, responsible oversight and stated purpose.
 - 3.2.2 Activities are supervised by an appropriate number of adults (18 years of age or older), as approved by the school principal.
 - 3.3.3 Participants will not willfully misuse the school premises while onsite. See section 10.1.
 - 3.3.4 The school premises is left in the condition it was found.
 - 3.3.5 Any incidents are reported to the school principal.

4.0 ACCESS

- 4.1 Schools are welcoming and inclusive and offer parent groups, community organizations and citizens' access to school space for community purposes during non-school hours.
- 4.2 Fees may be charged to Users in accordance with the ***Use of School Rates (Appendix A)***.
- 4.3 School activities will take precedence over non-school activities.
- 4.4 The Director or Leader of Corporate Services and/or the school principal may prohibit or place limitations on an individual or group seeking to use a school.
- 4.5 For repetitious activities extending over a period of time, (e.g. Every Wednesday night, September – March), only one *Community Use of Schools Agreement* is necessary.
- 4.6 A *Community Use of Schools Agreement* for use of school premises must be renewed each school year.

5.0 FIRE AND SAFETY

- 5.1 A User shall be required to comply with all fire regulations, Public Schools Branch safety policies and procedures, and are responsible for becoming familiar with the emergency evacuation plan for the facility.

6.0 RATES AND PAYMENTS

- 6.1 *Use of School Rates* will be established by the Public Schools Branch in accordance with Appendix A.
- 6.2 Rates may increase without notice.
- 6.3 Fees can be paid at the school in advance of the date in which the activity is taking place and forwarded to the Branch office. If this does not occur, the Branch will invoice the User.
- 6.4 All fees will be payable immediately upon issue of invoice.
- 6.5 The evaluations of goodwill and/or payment in kind will be determined by the Corporate Services Department.
- 6.6 The Public Schools Branch reserves the right to alter fees based on exceptional circumstances.

7.0 COMMUNITY USE OF SCHOOLS AGREEMENT AND INSURANCE COVERAGE

- 7.1 The school principal shall require the User to complete the *Community Use of Schools Agreement*, which includes a statement of liability and provide proof of insurance naming the Public Schools Branch as an additional insured.
- 7.2 The *Community Use of Schools Agreement* must be completed and approved by the school principal prior to the use of the school premises.

8.0 COMPLIANCE

- 8.1 All Users are expected to adhere to the terms of the *Community Use of Schools Agreement*, relevant legislation and the policies and procedures of the Public Schools Branch.
- 8.2 All Public Schools Branch facilities are to be kept tobacco free in accordance with the *Smoke-free Places Act*, and the Public Schools Branch Tobacco and Smoke Free Environments policy and procedure.
- 8.3 The serving and/or consumption of alcohol and drugs, including tobacco and cannabis in any form, is prohibited on school premises.
- 8.4 In very limited instances, for a specified period of time, the Director of the Public Schools Branch may authorize a community organization to serve alcohol at a community event on school premises, outside of school hours, in accordance with the *Community Use of Schools* procedure and the *Liquor Control Act*.

- 8.5 Weapons of any kind are prohibited on school premises.
- 8.6 Only non-marking rubber-soled shoes are to be worn in school gymnasiums.
- 8.7 Violations of these rules may result in the termination of the *Community Use of Schools Agreement*.

9.0 CANCELLATIONS

- 9.1 A school cancellation or early closure due to inclement weather may result in a cancellation of a scheduled activity.
- 9.2 A mechanical failure, required maintenance or statutory holidays may result in a cancellation of a scheduled activity.

10.0 DAMAGES

- 10.1 The User shall be responsible for all school property during the period of the use and shall pay for any and all damages, defacing, or theft of school property occurring during or as a result of the use. Any damage will be repaired by the authorization of the Public Schools Branch and billed to the User.

11.0 APPENDICIES

- 11.1 Appendix A - *Use of School Rates*
- 11.2 Appendix B – *Community Use of Schools Agreement*

12.0 CROSS REFERENCE

- 12.1 PSB Operational Policy 702 - Community Use of Schools
- 12.2 PSB Operational Policy 606 - Alcohol and Drugs
- 12.3 PSB Operational Procedure 606.1 – Alcohol and Drugs
- 12.4 PSB Operational Policy 601 - Tobacco and Smoke Free Environments
- 12.5 PSB Operational Procedure 601.1 - Tobacco and Smoke Free Environments Procedure
- 12.6 PSB Operational Procedure 205.1 – School Cancellations
- 12.7 *Education Act*
- 12.8 *Smoke-free Places Act*
- 12.9 *Liquor Control Act*
- 12.10 *Cannabis Control Act*

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