

Fort McMurray Catholic Schools Operating Policies and Procedures

OP 123 – Community Use of School Facilities

Policy

The Board believes in providing community access to Catholic Schools outside of school hours as long as it does not unreasonably impact instructional and extracurricular activities and the scheduled maintenance of facilities. Community use of facility must be provided in a manner to ensure the safety and security of the schools and their occupants.

Background

The Board and the Regional Municipality of Wood Buffalo (RMWB) have entered into, and periodically update, a joint use operating agreement that outlines the terms of reference for the use of municipal facilities for instructional purposes and the community use of school facilities in the RMWB.

Other partnership agreements with the RMWB and industry provided funding to build or modernize school facilities and purchase equipment to enhance opportunities for student learning. Some of these partnerships also require that community access be provided to these facilities outside of instructional hours.

Purpose

This policy defines standards, guidelines and procedure for the community use of school facilities. Access to facilities falls in two main categories:

- a. Joint Use Agreement administered by the RMWB; and
- b. Facility Rentals managed by the District.

Administration

The Fort McMurray Schools Manager of Community Services (also Manager of the Suncor Energy Centre for the Performing Arts (SECPA) is responsible for the coordination and administration of the community use of all facilities.

Except where otherwise indicated, all bookings and rental contracts will be done through the SECPA Front of House Office.

Community use - Elementary Schools under Joint Use Agreement

Joint Use agreement

A Joint Use Operating Committee comprising of representatives from local School Districts and the RMWB meet on a regular basis to administer the joint use of facilities. The Associate Superintendent (Business and Finance) is the appointed representative of the Fort McMurray Catholic Board of Education.

Under the agreement, the Catholic Board is committed to make the gymnasium of elementary schools available for use by the community, two evenings per week during the school year except during the school breaks, or when the facilities are required for school activities.

Use of Elementary Schools under Joint Use Agreement

The School Principal in consultation with the FMCS Manager of Community Services will designate the days and hours when their school will be available for community use. The annual schedule will be provided to the Community Services Department of the RMWB.

The facility can only be used on days when caretakers are scheduled to work. The user group must leave the facility on the scheduled end time of the booking. Appropriate security protocols will be put in place with the use group to control access to the school. The District reserves the right to assign and/or charge for additional caretaking hours for special events or when additional caretaking is required after an event.

Any changes to the availability of the school will be communicated directly between the School and the RMWB. The school may cancel any bookings for valid reasons by providing a minimum of eight (8) working days. The notification period may be reduced under exceptional circumstances.

All applications for the use and rental of school facilities on designated joint use days will be made directly with the Community Services Department of the RMWB. All user groups shall complete and sign a rental agreement and pay the rental fees directly with the RMWB. The groups must comply with the insurance requirement of the RMWB.

User groups and participants shall abide to the conditions of the rental agreement with the RMWB and to any applicable School or Board policies, regulations and procedures. The Board reserves the right to withdraw rental privileges from any group violating the conditions of use.

Liquor consumption is prohibited for any joint use community activities.

The cost of property damage, other than fair wear and tear arising from the use of the facilities shall be assessed by and payable by the party responsible for the activity from which the damage resulted. The RMWB shall be the party responsible for seeking recovery on behalf of the Board. Upon recovery of those damages, the amount recovered will be paid to the Board. In the event of non-recovery, the Board may initiate any legal action with the user group as required. Any outstanding account from a facility user will result in the suspension of facility access to all Board and Joint Use Facilities.

Activities that may damage the facilities are not permitted.

Elementary Schools - Community Use outside of Joint Use Agreement

The community use of facilities outside of the joint use agreement may be authorized by the School Principal in special circumstances and only if specific conditions are met including:

- a. Only low risk activities will take place;
- b. The School Principal is satisfied that the rental group or person is trustworthy and will not jeopardize the security of the school;
- c. Authorization by the Principal is done in writing;
- d. The supervisor of the activity is a member of the school staff that is familiar with the school, its safety, security and emergency policies and procedures. In exceptional circumstances, access may be granted to an external supervisor that is familiar with the operations of the school and is trustworthy to be responsible for the activity and security of the facility;
- e. The activity does not impact with instruction and the scheduled caretaking and maintenance of the facility;
- f. All lights are turned off and the building is secured at the end of the activity;
- g. The user group or individual using the school shall sign a rental agreement with the SECPA Front of House Office, satisfying the liability insurance requirements and paying the applicable community use rental.

Community Use of High Schools

The community will be provided extended access to the High School facilities and amenities under the following conditions:

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- a. The community will be provided access to the school facilities in accordance with the spirit of the joint use agreement;
- b. Community use will not impede on the delivery of instructional programs;
- c. The safety of all school users including students, staff and community users shall be considered in any activity taking place in the school. All physical activities must conform to the Safety Guidelines for Physical Activity in Alberta Schools or other appropriate safety guidelines;
- d. Rental rates will be set annually by the Associate Superintendent (Business & Finance) and shall include a rate structure that allow the recovery of all operating costs and the maintenance of a capital reserve to replace equipment used by the community.;
- e. The booking procedures including the rental contract shall be approved by the District and will be common to all schools;
- f. All community use activities must be adequately insured either by the user group or under the ASBIE Facility User Group Insurance policy. Where necessary, the user group shall purchase additional insurance at their own expense. Proof of insurance must be provided at the time of booking for any group or activity not eligible for coverage under the ASBIE Facility User Group Insurance.
- g. The rental fees will be collected by the SECPA Front of House Office and accounted as External Services in the Board's Audited Financial Statements. The School is responsible for all costs related to the use of the facilities including the employment of a host to monitor the use of the facilities and the incremental cost of utilities and caretaking to be charged-back by the Maintenance department on an annual basis.

Use of Fitness Equipment

Fitness equipment includes any type of cardio or strength equipment such as treadmill, elliptical, stationary bikes, steppers, stair climbers, rowers, free weights, benches power racks and smith machines.

Given the higher risk of injury in using such equipment, special conditions are in effect for the use of this equipment:

- a. The Principal shall appoint a person in their school with the proper qualifications to regularly inspect the equipment to ensure it is safe and in good working

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conditions. A record of such inspection shall be maintained by the Principal and be available for inspection;

- b. Clear instructions on the safe use of the equipment must be posted in the fitness rooms;
- c. Rules and regulations pertaining to the use of this equipment must be posted in the fitness rooms and clearly communicated to staff, students and community members;
- d. The use of the equipment must be done under the supervision of a person with the appropriate qualification;
- e. All users must have received authorization for use;
- f. Individuals are not permitted to use the equipment alone under any circumstances; and
- g. The Principal or the Manager of Community Services may put additional restrictions for the use of specific equipment.

Access to classrooms and other instructional space

Some classrooms and other specialized instructional space will be made available for community use. The teacher or instructor shall ensure that the room/space is left in a condition permitting community use.

Staff Personal Use of Facilities

Staff is only permitted to use school facilities for the purpose of fulfilling their tasks and responsibilities. The use of facilities by staff for personal use or in their capacity of representatives or officials of other agencies shall only be granted in the same manner and under the same conditions as other community users.

The only exception is that access outside of regular community hours may be authorized on the condition that the staff member assumes the responsibility to control access to the facility and supervise the activity and participants. Such use is subjected to the following minimum requirements whereby the staff members must:

- a. Obtain written authorization from their Principal;
- b. sign a rental contract with the Front of House Office;

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- c. pay the applicable community user rental fee; and
- d. satisfy the insurance coverage for community use;

References: Safety Guidelines for Physical Activity in Alberta Schools RMWB/Schools Joint Use Agreement	Approved May 12, 2008
Cross References: EL 2 : Safe, Healthy & Secure Environment EL 8: Asset Protection EL12: Public Image OP 150: Occupational Health & Safety OP 152: Working Alone	Date Revised: October 26, 2013

Annex A - ASBIE Facility User Groups Insurance Policy

Insurance Company: AllSport Insurance Marketing Ltd.

Who is Covered?

Coverage under the ASBIE Facility User Groups Insurance Policy extend to any individual or group using the facilities of the School Board who does not have access to other insurance (i.e. birthday party, monthly or annual meetings, drop-in basketball or volleyball – not league). Persons covered are all members collectively including Executives, Managers, Coaches, Trainers, Officials, Event Organizers and Volunteers while acting within the scope of their duties with respect to the activities

Coverage

The policy covers the user's legal liability for bodily injury to or damage to property of others such as spectators, passers-by, property owners and others resulting from the user's activity. In addition, their legal liability for injury to participants is covered in most cases (a few sports disciplines may not be eligible).

Limit

- \$2,000,000 general liability per occurrence including the following extensions:
 - Premises, Property and Operations
 - Products and Completed Operations
 - Blanket Contractual (liability arising from certain specified contracts, i.e. rental agreement)
 - Personal Injury (libel and slander)
 - Employees, Members & Volunteers as Additional Insured
 - Cross Liability (each insured covered, up to the policy limit in total)
 - Tenants Legal Liability (for damage done to the rented premises)

Deductible

- \$500 applies to bodily injury, property damage and legal expenses, for each claim.

ASBIE Facility User Groups Insurance

- Low Risk Activities Included in Blanket Program
- Medium Risk Activities Included in Blanket Program
- High Risk Activities
 - Not Included in Blanket Program and must be referred to Insurer for consideration and premium quote

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Low Risk Activities	Medium Risk Activities	High Risk Activities	Excluded Activities
Badminton Bowling Curling Dance Lessons Horseshoes Tennis Piano lessons Rope skipping Art classes Yoga/Pilates(subject to certified instructor Meetings)	Baseball Basketball Field Hockey Ball/Floor Hockey Handball Racquetball Soccer Softball Squash Non-Contact Touch/Flag Football Track & field Volleyball Swimming with Lifeguard Adult non-contact hockey, ball hockey, in-line hockey Recreational Skating Farmers Markets Swap Meets Garage Sales	Any activity not indicated in Low Risk / Medium Risk / Excluded Category Non Contact Martial Arts League Hockey Tournaments Events with Alcohol Beer Gardens	Alpine Skiing or Ski Hills Animals, Petting Zoos Bungee Jumping Boxing Carnivals Climbing Walls Contact Hockey Cycling Fireworks (unless under direction of a licensed pyrotechnician) Gymnastics Equestrian/horse related events Kickboxing Lacrosse Minor Hockey (18 & under) Mountain Climbing Rugby Skateboarding / Skateboard Parks Snowboarding Snowmobile or Sea-do Rentals Tackle Football Contact Martial Arts
Additional Premium required			

Non-contact Martial Arts	1 - 25 students	\$575
	26 - 100 Students closed tournament (own students only)	\$863 included
	open tournament day (outside participants invited or allowed - up to 100 extra)	\$288
League Hockey	\$225 per team per season	
Tournaments	Up to 8 teams	\$288
	9-16 teams	\$431
Beer Gardens	1-100 Participants	\$115/day
	101-250 Participants	\$173/day
	250-500 Participants	\$230/day
	Over 500 Participants	Refer
Events with Alcohol	1-100 Participants	\$155
	101-500 Participants	\$190
	Over 500 Participants	refer