

## **COMMUNITY USE OF SCHOOL FACILITIES**

### **Background**

The District supports 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.

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.

### **Procedures**

1. This Administrative Procedure defines standards, guidelines and procedure for the community use of school facilities. Access to facilities falls in two (2) main categories:
  - 1.1 Joint Use Agreement administered by the RMWB; and
  - 1.2 Facility Rentals managed by the District.
2. Administration
  - 2.1 The community use of all facilities will be administered by the Fort McMurray Schools Manager of Community Services (also Manager of the Suncor Energy Centre for the Performing Arts (SECPA).
  - 2.2 Unless otherwise indicated, all bookings and rental contracts will be done through the SECPA Front of House Office.
3. Community Use of Elementary Schools Under Joint Use Agreement
  - 3.1 Joint Use Agreement
    - 3.1.1 A Joint Use Operating Committee comprising of a representative from local School Districts and the RMWB meet on a regular basis to administer the joint use of facilities.
    - 3.1.2 Under the agreement, the Catholic Board has committed to make the gymnasium of their elementary schools available for use by the community

two (2) evenings per week during the school year except during the school breaks or when the facilities are required for school activities.

3.1.3 The Associate-Superintendent, Business and Finance, is the appointed representative of the Fort McMurray Catholic Board of Education.

### 3.2 Use of Elementary Schools under Joint Use Agreement

3.2.1 The 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.

3.2.2 The facility can only be used on days when caretakers are scheduled to work.

3.2.2.1 The user group must leave the facility on the scheduled end time of the booking and the outside doors will be locked at least forty-five (45) minutes before the end of the caretaking shift.

3.2.2.2 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.

3.2.3 Any changes to the availability of the school will be communicated directly between the School and the RMWB.

3.2.3.1 The school may cancel any bookings for valid reasons by providing a minimum of ten (10) working days.

3.2.3.2 The notification period may be reduced under exceptional circumstances.

3.2.4 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.

3.2.4.1 All user groups shall complete and sign a rental agreement and pay the rental fees directly with the RMWB.

3.2.4.2 The groups must comply with the insurance requirement of the RMWB.

3.2.5 User groups and participants shall abide to the all conditions of the rental agreement with the RMWB and to any applicable School or Board policies, regulations and procedures.

3.2.5.1 The Board reserves the right to withdraw rental privileges from any group, which violates their condition of use.

3.2.6 Liquor consumption is prohibited for any joint use community activities.

3.2.7 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.

3.2.7.1 The RMWB shall be the party responsible for seeking recovery on behalf of the Board.

3.2.7.2 Upon recovery of those damages, the amount recovered will be paid to the Board.

3.2.7.3 In the event of non-recovery, the Board may initiate any legal action with the user group as required.

3.2.7.4 Any outstanding account from a facility user will result in the suspension of facility access to all Board and Joint Use Facilities.

3.2.8 Activities that may damage the facilities are not permitted.

#### 4. Community Use of Elementary Schools Outside of Joint Use Agreement

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

4.1.1 Only low and medium risk activities will take place;

4.1.2 The Principal is satisfied that the rental group is trustworthy and will not jeopardize the security of the school;

4.1.3 The Principal has authorized the use of the facility in writing;

4.1.4 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.

4.1.4.1 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.

4.1.5 The activity does not impact with instruction and the scheduled caretaking and maintenance of the facility;

4.1.6 All lights are turned off and the building is secured at the end of the activity;

4.2 The user group or individual using the school shall sign a rental agreement with the SECPA Front of House Office, satisfy the liability insurance requirements and pay the applicable community use rental.

#### 5. Community Use of High Schools

5.1 The community will be provided extended access to the high school facilities and amenities under the following conditions:

5.1.1 The community will be provided access to the school facilities in accordance with the spirit of the joint use agreement;

5.1.2 Community use will not impede on the delivery of instructional programs;

5.1.3 The safety of all school users including students, staff and community users shall be considered in any activity taking place in the school.

5.1.4 All physical activities must conform to the Safety Guidelines for Physical Activity in Alberta Schools.

#### 6. Fees

6.1 Rental rates will be approved annually by the Associate Superintendent, Business and 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.

- 6.2 The rental fees will be collected by the SECPA Office and accounted as under External Services in the Board's Audited Financial Statements.
  - 6.2.1 SECPA 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.
- 7. The booking procedures including the rental contract shall be approved by the District and will be common to all schools.
- 8. Insurance
  - 8.1 All community use activities must be adequately insured either by the user group or under the ASBIE Facility User Group Insurance policy (see annex A).
  - 8.2 Where necessary, the user group shall purchase additional insurance at their own expense.
  - 8.3 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.
- 9. Use of Fitness Equipment
  - 9.1 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.
  - 9.2 Given the higher risk of injury in using such equipment, special conditions are in effect for the use of this equipment.
    - 9.2.1 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 conditions.
      - 9.2.1.1 A record of such inspection shall be maintained by the Principal and be available for inspection;
    - 9.2.2 Clear instructions on the safe use of the equipment must be posted in the fitness rooms;
    - 9.2.3 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;
    - 9.2.4 The use of the equipment must be done under the supervision of a person with the appropriate qualification;
    - 9.2.5 All users must have received authorization for use;
    - 9.2.6 Individuals are not permitted to use the equipment alone under any circumstances; and
    - 9.2.7 Additional restrictions for use of specific equipment may be put in place by the Principal or the Manager of Community Services.

## 10. Access to Classrooms and Other Instructional Space

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

## 11. Staff Personal Use of Facilities

- 11.1 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.
- 11.2 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:
  - 11.2.1 Obtain written authorization from their Principal;
  - 11.2.2 Sign a rental contract with the Front of House Office;
  - 11.2.3 Pay the applicable community user rental fee; and
  - 11.2.4 Satisfy the insurance coverage for community use.

---

Approved: January 2019

Reference: Section 20, 60, 61, 113, 195 School Act  
Joint Use Agreement

**LIST OF ACTIVITIES**

**ASBIE FACILITY USER GROUP INSURANCE PROGRAM**

<b>LOW RISK</b>	<b>MEDIUM RISK</b>	<b>HIGH RISK</b>	<b>EXCLUDED</b>
Badminton Bowling Curling Dance Lessons Horseshoes Tennis	Baseball Basketball Field Hockey Ball/Floor Hockey Handball Racquetball Soccer Softball Squash Non-Contact Touch/Flag Football Track & Field Volleyball Swimming with Lifeguard	All other sports not listed must be referred to the Insurance Company for consideration	<b>NOT PERMITTED</b> Alpine Skiing or Ski Hills Animals. Petting Zoos Bungee Jumping Boxing Carnivals Climbing Walls Contact Hockey Cycling Fireworks Gymnastics Equestrian / Horse Related activities Kickboxing Lacrosse Minor Hockey Mountain Climbing Rugby Skateboarding Skateboarding Parks Snowboarding Snowmobiles / See-do Tackle Football