Greater Essex County District School Board

Policy: Community Use of School Facilities (CUS/Rentals)

Reference No:P-PL-03

Community Use of Schools is an initiative that supports short-term access to school space outside of school hours.

The Greater Essex County District School Board encourages the use of schools as a community facility for not-for-profit and community groups. It is recognized that schools are primarily for the instruction of students, and community use should not interfere with the daily instructional program. The Board maintains the right to protect and maintain its schools and grounds.

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1. GENERAL INFORMATION

1.1. This regulation applies to all use of schools outside of reserved school times as noted in 1.4.

1.2. New schools will not be available for Community Use for the first four months of operation.

1.3. Closed schools will not be available for Community Use without the permission of the Superintendent of Business.

1.4. All school facilities are reserved for school use from Monday to Friday until 6:00 p.m. Outside of these hours, if school space is not required by the Board, it will be available through the Facility Services Department's Rental Office.

1.5. All Community Use groups shall obtain a rental permit issued by the Facility Services Department and must have the permit available when using school facilities. Permit holders must be at least 18 years of age or older.

1.6. Special permission may be given by the Superintendent of Business to allow rental of indoor school facilities outside of the regular school year.

1.7. Separate agreements with respect to renting/leasing school facilities may exist beyond the scope of these regulations.

1.8. Rental Availability:

a. Gyms will be made available for rentals from October 1 until the last full week of the school year in June, from Monday to Thursday generally, during the hours of 6:30 p.m. to 10:30 p.m. and on Fridays from 6:00 p.m. to 8:00 p.m. in 2-hour time slots.

b. Other indoor school facilities (excluding gyms) will be made available for rentals during the school year, Monday to Friday, from 6:00 p.m. to 10:30 p.m. at the school principal's discretion. The Facility Services department will contact the school principal for permission for these requests.

c. Indoor rentals will be allowed for a minimum of two hours on Saturday and Sunday between the hours of 8:00 a.m. and 9:00 p.m. Rental of non-gym space will be at the school principal's discretion.

d. Indoor school facilities will not be made available for rental purposes during all school holidays including but not limited to:

   i Statutory Holidays;
   ii Winter Holiday Break (for these purposes, the Winter Holiday Break shall commence at 4:00 p.m. on the Friday of the first weekend of the Break);
   iii JK registration day(s) in February;
   iv March Break (this period shall commence at 4:00 p.m. on the last day of classes before the Break, through to the first day of classes after the Break);
   v Easter (commencing at 4:00 p.m. on the Thursday before Easter);
   vi Board scheduled Professional Development days;
   vii Parent/teacher interview evenings.

e. Outdoor facilities will be available for rental from May 15 to October 31. On school days, rentals will not start until after 6:00 p.m. (exceptions may be allowed at the school). Artificial Turf fields may be available at other times at the discretion of the Manager of Facility Services.

2.0 SCHOOL / BOARD USE OF SCHOOLS

2.1 School principals may arrange to designate one (elementary) or two (secondary) nights per week, Monday to Friday, as a night when no rentals will be scheduled in all or part of the school. For secondary schools, the two nights may be divided into four half nights (until 8:30 pm).

2.2 School principals must contact the Rental Office to schedule a school event other than Board Scheduled Professional Development days or Parent/teacher interview evenings or for other unforeseen circumstances that require the use of a rented space, the Rental Office will notify the affected rental group of the cancellation. Schools may be subject to costs (at cost recovery) for events that require extra services such as custodial or security.

2.3 School events that use schools outside of the hours noted in Section 1.4 must contact the Rental Office to reserve the space and determine if any additional services are required (e.g. custodial, security, HVAC). School events may include, but are not limited to, fundraisers, sports tournaments, performances and club meetings. School events which require extra services such as custodial or security, will be billed to the school at a cost-recovery rate, with the exception of custodial costs should the custodian already be present at the school as per their regular work schedule. Schools will supply a DIMCOM with the reservation. Costs for custodial and security will be charged unless a no cost permit is approved by the Superintendent of Business.

2.4 The Facility Services Rental Office will request gym reservation times and events for the subsequent school year from principals by May 15. Principals shall submit their event schedule for school / student activities for the subsequent school year to the Facility Services Department prior to June 15.

2.5 Board programs that use schools outside of the school days (e.g. Weekends, Summer, March Break) must request space through the Rental Office. This process is necessary to ensure that conflicts are avoided between the various activities (e.g. summer school, renovations, summer programs, cleaning etc.). Board programs include, but are not limited to, Summer School, Literacy Programs, International Languages etc. Costs for custodial and security services will be charged to the organizer's budget at a cost recovery rate unless a no cost permit is approved by the Superintendent of Business.

2.6 During the last two weeks of the summer holiday, school staff will be returning to the school and summer programs will be run on a limited basis.

3. PERMITTED USE

3.1 Except with special approval from the Manager of Facility Services, or designate, no food shall be permitted in schools, with the exception of the cafeteria.

3.2 Fields are permitted to be used when conditions are safe. Whenever inclement weather occurs, the permit holder must evaluate the field conditions. If there is a presence of standing water or conditions which make the field unsafe, the field shall not be used in order to prevent injuries or damage to the field. The permit holder will be responsible for all damages to the field.

3.3 School equipment is not included with a Community Use of School permit with the exception of volleyball poles which are to be made available if required.

3.4 Rental permits may not be assigned to other parties.

3.5 Wedding receptions, anniversary celebrations, birthday parties and similar private gatherings are not permitted.

3.6 Casino gambling activities are not permitted.

3.7 The sale and consumption of alcoholic beverages is prohibited.

3.8 In accordance with Regulation AD-62 “Smoke-Free Environment”, using and/or smoking tobacco products, cannabis (other than medical cannabis by authorized medical cannabis users), and/or related tobacco, cannabis or vapour product accessories, including by way of electronic cigarettes on any Board property is prohibited.

3.9 Any activity which may reasonably be foreseeable in causing damages to the school facilities will be prohibited.

3.10 An organization or individual is not permitted to use any property of the Board if their policies or activities are in opposition to the laws of Canada or Ontario, or the vision, mission or strategic priorities of the Board. Previously granted rental permits may be cancelled by the Board without notice, in order to comply with this provision.

3.11 Permit holders must conduct themselves in alignment with the Board’s Human Rights Policy and in alignment with the Board’s responsibilities to maintain discrimination and harassment free learning and working environments in accordance with the Ontario Human Rights Code, the Occupational Health and Safety Act, the Board’s Human Rights Policy and the Board’s Health and Safety, Workplace Violence and Workplace Harassment Policy. Previously granted rental permits may be cancelled by the Board without notice, to comply with this provision.

4.0 COMMUNITY USE OF SCHOOL PERMITS

4.1 Rental Groups are expected to follow the on-line application process which is available on the Board website.

4.2 Applications for Community Use of Schools must be received at least 14 days prior to the event to be considered.

4.3 Upon approval, a valid credit card shall be added to the permit holder's account at least seven (7) days prior to the first booking. Payment by certified cheque or money order will also be accepted and must be received seven (7) days prior to the first booking. Payment made by cheque or money order must be made in full, payable to "Greater Essex County District School Board".

4.4 Rental Space is generally filled on a first come first served basis. When a space and timeslot remain available, rental permit holders are given the opportunity to renew their permit for the following year if submitted by June 30 (for indoor activities) or February 28 (for outdoor activities).

4.5 Permit holders are required to provide proof of General Liability Insurance for an amount not less than $2,000,000 per occurrence, naming the Greater Essex County District School Board as an additional insured. Insurance coverage may be available for purchase during the permit application process. Community User Group Insurance is available to those informal groups who do not have access to liability insurance from other sources. This coverage does not apply to those organizations, groups or businesses that already have or should have insurance in place for their operations and activities.

4.6 All groups must abide by the rules and regulations established by the Greater Essex County District School Board for rental permit holders. Any failure to adhere to these rules and regulations will result in the cancellation of the permit to the rental group and the assessment of all costs for damage or extra services needed.

4.7 Exclusive use, as defined for gyms and other indoor facilities as three (3) evenings per week in one location, or over 50% of the available time slots, is not permitted except in the case where there is a limited number of applicants. Exclusive use, defined for outdoor space as three (3) weekdays in one location or over 50% of the available weekdays, is not permitted except in the case where there is a limited number of applicants.

4.8 It is the responsibility of the rental group to notify the Rental Office three (3) business days in advance if they will not be using a booked facility. Failure to provide a minimum of 3 days' notice may result in the rental group having to pay the rental fees, custodial overtime fee or other fees as applicable.

4.9 Permit holders are expected to show up for each booking on their permit. Repeated failure to show up will result in the permit being cancelled and the time slot being made available to others.

5.0 FEES FOR COMMUNITY USE OF SCHOOLS

5.1 The Rental Fee Schedule rates shall increase effective for each September based on the annual Canadian Consumer Price Index (CPI) as of the previous January 1 unless there are adjustments to the Community Use of Schools allocation in the Grants for Student Needs funding. Discounted rates are applied per permit group classification. Should the funding allocation be discontinued, discounted rates will be reconsidered by the Board. Custodial overtime rates will reflect hourly rates of the current Collective Agreement. The Rental Fee Schedule rates are posted on the Board's website.

5.2 The rental permit holder is responsible for payment of the applicable costs on the permit.

5.3 Payment must be made in full by providing credit card information on-line, or in the form of a certified cheque (unless otherwise arranged) or money order made payable to the Greater Essex County District School Board. For certified cheque or money order, all rental fees are due prior to the first booking. If paying by certified cheque or money order, refunds for cancelled dates will be issued at the end of the school year.

5.4 Permit fees include:

5.4.1 A non-refundable processing fee for community use of schools is required for each rental permit issued, by location. The processing fee may be refunded if a facility becomes unavailable prior to the first booking.

5.4.2 Amendment Fee - If after a permit has been submitted and the group wishes to amend the permit, an amendment fee may be charged.

5.4.3 NSF Fee - If a cheque is returned as Non-Sufficient Funds (NSF) or if a credit card payment is declined, a fee will be charged.

5.4.4 Custodial Overtime – When custodial overtime is required, the hourly fee will be added. Note: All times where a custodian is not scheduled for an indoor rental, additional custodial overtime fees will be charged for at least the booking time plus one (1) hour.

5.4.5 Liability Insurance – When available and requested, the cost of Liability Insurance will be added.

5.5.5 Security Fees – When required, the cost of security will be added.

5.5.6 – Other – Other fees will be added as applicable (e.g. stadium lighting, air conditioning, vandalism, repairs, additional clean-up). Air conditioning requests will be accommodated on a full cost-recovery basis, where possible. Any and all costs incurred for clean-up / vandalism / loss shall be cared to the rental permit holder.

5.6 A refundable security deposit may be required with each new application.

5.7 Artificial turf and / or track rentals will be subject to security fees for the cost of stationing a security guard at the facility during use.

5.8 Security fees may be added for large events.

5.9 Permit Group Classification – The Rental Office will apply one of the following group classifications to a permit, based on the organization / individual holding the permit and the associated activity on the permit.

GROUP CLASSIFICATIONS	
CLASSIFICATION	**DESCRIPTION**
A	All programs and inter-related activities operated or sponsored by the School/Board. No rental charge or security deposit. Other fees (e.g. custodial and security) will apply at a cost recovery basis. For school events (e.g. tournaments, vendor shows, funding raising activities, clubs etc.) when services such as custodial or security are required, the school hosting the event will be billed the related costs on a cost recovery basis.
B	School-based education groups including school councils, parent councils and home and school associations as determined by the school principal. Board non-credit continuing education courses. Windsor Essex County Secondary School Athletic Association (WECSSAA), South Western Ontario Secondary School Athletic Associattion(SWOSSAA), Ontario Federation of School Athletic Associations (OFSAA). GECDSB Union Partners No rental charge or security deposit. Other fees (e.g. custodial and security) will apply at a cost recovery basis. For tournaments at school sites, the school hosting the tournament will be subject to those costs on a cost recovery basis. All insurance requirements apply.
C	**<u>Youth Registered Charitable Organizations</u>** For people under the age of 18 or under the age of 28 if participants have a disability. Excludes tournaments. The organization must have a Revenue Canada Charitable Organization number. 92% discount to rental fees.
D	**<u>Youth</u> Not-for-profit** For people under the age of 18 or under the age of 28 if participants have a disability. Note – category is for youth programming only. Mixed programming is considered Group E. 65% discount to rental fees.

E	**Other not-for-profit** Other not-for-profit groups or individuals including adult recreating, individuals, tournaments, local service clubs, senior groups, etc. as determined by the Board. Not-for-profit senior groups. 40% discount to rental fees.
F	**For-Profit** Activities sponsored by a for-profit group or individual. Full rental fees plus security deposit plus cost of custodian or security, if applicable. No discounts applicable.

6.0 DUTIES AND RESPONSIBILITIES

6.1 The permit holder is to ensure that all facility users covered under their permit abide by the rules and regulations for permit holders including those outlined in Schedule A – Rules and Regulations for Permit Holders. Failure to adhere to these rules and regulations will result in cancellation of the permit.

6.2 The permit holder is responsible to agree to the Hold Harmless Agreement (Schedule C).

6.3 Principals and custodial staff are responsible to report all complaints, damage, and breaches of the rules and regulations to the Facility Services Rental Clerk for investigation and follow-up.

6.4 The Facility Services Rental Office is responsible to administer Community Use of Permits.

SCHEDULE A: Rules and Regulations for permit holders

With the acceptance of this permit, the renter agrees to abide by the rules and regulations included in the Community Use of Schools Policy/Regulation, the Hold Harmless Agreement, and within this permit. These documents as well as relevant Board Policies and Regulations can be found on the Boards website.
If you do not accept the rules and regulations, contact the Rental Department prior to cancel this permit. Failure to adhere to the rules and regulations may result in cancellation of the permit.

SUPERVISION: Participants must be under the direct supervision of adults (18+) at all times. Supervising adult(s) must have a copy of the approved permit.

START & STOP TIMES: Doors will be unlocked fifteen (15) minutes prior to the start time and locked fifteen (15) minutes after the start time. Doors to remain closed. Renter to provide door monitor. The finish time indicated on the permit is when all participants must be out of the school.

USE OF FACILITIES: Only the areas identified on the permit for the purpose stated on the permit are to be used by the participants or spectators. Gym use includes the use of change rooms (if available). Indoor use includes use of the nearest washrooms. Permit holders are to ensure that there is adequate supervision to ensure spectators, parents, siblings, etc. do not wander to other areas of the school / facility.

CONDITION OF FACILITY: The rented areas are to be left as they were found. All garbage / recyclables to be left in the appropriate receptacles. School furniture (benches, mats, etc.) to be left at its original location.

PARKING: Parking is allowed in the parking lot subject to restrictions indicated on the permit. Parking is not permitted on driveways, fire routes or the lawn. Failure to comply may result in ticketing and/or towing. All parking shall be at the risk and responsibility of the vehicle owner.

EQUIPMENT: Permit does not include the use of school equipment unless authorized on the permit (Volleyball poles will be provided for volleyball). Only Board approved equipment is allowed.

FOOTWEAR: Only non-marking footwear and Board approved equipment will be allowed for gymnasium use.

CLASSROOMS/LIBRARY: Chalkboards, whiteboards, contents of desks must not be disturbed, and rooms must be left in original state of order.

OUTDOOR FACILITIES: Fields are not to be used if field conditions are unsuitable for play.

SMOKE FREE ENVIRONMENT: Smoking or holding lighted tobacco, smoking or holding lighted cannabis, using an electronic cigarette or, anywhere on or in Board property is prohibited. The prohibition also applies to all public areas within 20 metres of any point of the perimeter of Board property.

ALCOHOL AND CANNABIS: Cannabis products and Alcoholic Beverages are strictly prohibited on Board property. Any reports of alcohol or cannabis being used on school property will result in cancellation of the permit.

FOOD & BEVERAGE: Food and Beverages (excluding water) shall not be permitted on Board facilities unless specially authorized on the permit.

SINGLE USE PLASTICS: The GECDSB promotes the elimination of single use plastics. We encourage permit holders to promote the use of reusable water bottles and use of the Board's water bottle filling stations.

RESTRICTIONS: The following are not permitted unless special permission has been included in this permit:

- Video recording or filming
- Advertising
- Fireworks, dry ice, fog/smoke machines and pyrotechnic devices
- Animals with the exception of service dogs

CUSTODIAN: The Custodian shall, at all times, be in charge of the building and grounds and their instructions must be followed.

ACCIDENT & INJURY: Rental groups are responsible for administering first aid (with their own kit), seeking medical attention, or any other actions required as a result of an injury.

The permit holder is responsible for contacting the GECDSB Rental Office to report any incident and should include the name and birthdate of the injured person, the time and location of the incident and a summary of how it happened.

AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs): Some GECDSB schools are equipped with an AED. We encourage all renters to determine if the school they are renting has an AED. AEDs are typically located near gyms. If your school has an AED, we encourage renters to have at least one member of their group who has valid First Aid & CPR (including AED) training.

What is an Automated External Defibrillator “AED”?

- This is a portable life safety device that can be used in the event of a sudden cardiac arrest.
- Please note that an AED is not a stand-alone treatment. It is one step in a chain of medical care involving CPR, defibrillation, 911, EMS and hospital care.

Do you have to be trained in order to use it?

- No, anyone can utilize this life safety device.
- They are specifically designed to be fully automated, and they will walk you through step by step on usage;

How to use an AED?

- Please review the poster located next to the AED and follow the voice commands.

What is my liability?

- None, provided you have acted in good faith (as per the “Good Samaritan Act”).

DAMAGED EQUIPMENT: Damage caused by the rental group is the responsibility of the permit holder. Any damage is to be reported to the rental office. All and any cost incurred for clean-up, repair, replacement shall be charged to the permit holder. Failure to report damage may result in cancellation of the permit.

FIRE EMERGENCY PROCEDURES: Fire Emergency procedures are to be followed as outlined prior to the first booking. The permit holder is responsible for ensuring that all participants are made aware of the fire emergency procedures. If a fire alarm is falsely activated by any participant under the permit, the permit holder will be responsible for any cost incurred by the Board.

PERMIT HOLDER CANCELLATIONS: It is the responsibility of the permit holder to notify the Rental Office three (3) business days in advance that they will not be using a booked facility. Failure to provide adequate notice may result in the rental group having to pay the scheduled fees, including custodial overtime fee, if applicable.

LIABILITY INSURANCE: Liability Insurance in the amount of $2,000,000, with Greater Essex County District School Board added as an additional insured must be maintained for the duration of the permit. The permit holder is responsible for forwarding proof of renewed insurance if the certificate expires prior to the last booking.

LIABILITY: The Board shall not be responsible for personal injury or damage, nor loss or theft, nor damage to vehicles, of anyone using the facility.

FEES: Extra fees may be applicable for amendments made to the permit, NSF cheques, declined credit cards, custodial overtime, lighting, technicians, security, vandalism, energy, clean up, etc.

SCHEDULE B: FIRE AND EMERGENCY PROCEDURES FOR RENTALS

RESPONSIBILITY

In a fire emergency, everyone must know what to do and where to go. The permit holder is responsible for ensuring that all participants are made aware of and follow fire emergency procedures.

FIRE PROCEDURES

Each building has a unique Fire Safety Plan. The plan can be found in the main office, in the yellow Emergency Resources Binder. All rental groups should be aware of this plan.
An adult supervisor should be assigned as a person-in-charge. The person-in-charge is to identify and share with all participants:

- -The location of the fire exits
- -The location of the nearest fire alarm pull station
- -The location of the nearest fire extinguisher

Each occupied area (Gym, Classroom, Library, etc.) will have a yellow fire poster. The poster explains how to get out of the building – both a primary and alternate way out will be listed.
The person-in-charge is responsible for making sure everyone evacuates the building, nearby washrooms have been checked, and all doors are closed upon exiting. This person will lead the rental group to a designated meeting area on the grounds and confirm everyone in the rental group is accounted for.

The rental group is responsible for their own plan for evacuation of persons with disabilities.
When the fire department arrives on scene, the fire department will confirm with the person-in-charge that all occupants have evacuated and are accounted for.

The rental group is not to re-enter the building until the fire department has given all clear.
IF YOU DISCOVER A FIRE OR HEAR THE FIRE ALARM:

1. Proceed to the safest fire exit (Do Not Use Elevators)
2. Sound the Fire Alarm at a pull station
3. Call Fire Department (911)
4. Remain outside at the meeting area until the Fire Department has given all clear.

IN GENERAL:

- -Keep doors to stairways closed at all times.
- -Keep stairways, landings, hallways, passageways and exits clear of any obstruction.
- -Have a working knowledge of activating the fire alarm pull station(s).

SCHEDULE C: HOLD HARMLESS AGREEMENT

DEFINITIONS:

"**Board**" means Greater Essex County District School Board.

"**Board Property**" means all personal and real property of the Board at the location rented/used, including, without limitation, all buildings and structures, grounds, sidewalks, playgrounds, parking lots, seating, fences and all furniture, fixtures, equipment and other property located therein or thereon.

"**Renter**" means the person (if an individual) or organization (if not an individual) renting/using Board Property, as applicable.

HOLD HARMLESS AGREEMENT

In consideration for the rental and use of Board Property, the Renter agrees to indemnify and hold the Board harmless from and against all losses, claims, actions, demands, costs and expenses (including legal fees) in connection with any injury or harm to or loss of life of any person(s) and any damage to or loss of property, arising out of any occurrence occasioned or caused wholly or in part by any act or omission of the Renter, their invitees, guests and others they are responsible for at law and in any way related to or arising out of the rental and/or use of Board Property by the Renter.

The Renter agrees that, at all times that they are permitted to utilize any Board Property, they will maintain and keep in full force and effect the insurance they have either: (a) demonstrated to the Board that they maintains; or (b) acquired from the Board for purposes of their rental of Board Property.