

## **Administrative Procedure 543**

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### **COMMUNITY USE OF SCHOOLS**

As a supporter of youth and community programs, Northern Lights School Division is prepared to make its property and facilities available for use by community or “not” for profit organizations, groups of Northern Lights School Division students and employees, and partners in education. The rental or lease activity must not negatively impact upon the primary purpose of Northern Lights School Division Facilities -- the education of students.

Agreements with local governments or facility owners, that promote cooperative use of school and community facilities, are encouraged. Responsibility for managing community use of the schools is delegated to the School Administration. Community use of school facilities shall be in alignment with expectations of students and, therefore, shall be a smoke-free, drug-free, and alcohol-free environment.

Rental/lease rates will be determined on an incremental cost basis where incurred for school youth and community programs and at or near full market rates for all other profit oriented programs or uses. These rates are to be determined on an annual basis by the administrators of each region.

#### **Definitions**

**Profit Oriented:** Any person, group or organization that receives a fee for service, instruction, or for a product is deemed to be in a profitable venture and therefore making a profit.

**Property:** The land owned by Northern Lights School Division.

**Facilities:** The buildings owned by Northern Lights School Division.

**Administration:** The Administrators in each school.

#### **Procedures**

1. School activities and events will take priority over all public use of school facilities.
2. In public use of school facilities, priority shall be given to local youth groups involved in an educational activity.
  - 2.1. Applications for the use of all facilities shall be made in writing on approved forms to the Administration of each school.
  - 2.2. Applications must be made at least three weeks in advance of the rental date.
3. Notwithstanding any supplemental fees that may be charged, where extra janitorial services are required, the group will be responsible to make payment for janitorial services through the school office.
4. The fee and/or rental charge schedule shall be approved by the Regional Administrators and shall be reviewed annually.

5. When seventy-five percent (75%) or more of the participants in a non-recurring, non-school and non-profit activity are Division students, no fees are applicable.
  6. Each school site is responsible for booking facilities, collecting rental fees and security deposits, making arrangements for opening and closing of the facility, and returning any security deposits in whole or in part.
  7. All monies collected shall be submitted to the Division Financial Officer on a quarterly basis.
  8. Liability: The user shall indemnify and save harmless Northern Lights School Division from all liabilities, damages, costs, claims, suits or actions arising from:
    - 8.1. Any damage to the property howsoever occasioned by the use and occupation of the premises; or
    - 8.2. Any injury to any person or persons including death resulting at any time therefrom occurring in or about the premises or any part thereof or resulting from the use and occupation of the premises.
- Insurance: Without limiting the generality of the renter's promise in the paragraph above, the renter shall maintain during the term of occupation of the rented premises comprehensive general liability insurance in an amount not less than \$2,000,000.
9. Leases: The Administration of the school facility in conjunction with the Associate Superintendent – Business and Financial Affairs and the Director of Facilities will determine the space that is available to be leased for either short or longer terms.
    - 9.1. A representative of Northern Lights School Division and that of the organization leasing the space will sign a standard lease agreement.
    - 9.2. Renewal: The tenant may renew this lease by serving notice to Northern Lights School Division no less than 30 days, nor more than 120 days from the expiration of the lease.
  10. In communities that have more than one school, schools must ensure consistent rules for the use of school facilities in the community.
  11. The Division may enter into Joint Use Agreements with other facility owners.
  12. The Division prohibits the possession and/or the consumption of drugs and liquor on school premises and smoking or the use of tobacco products in schools or on school property.
  13. All special requests due to unique circumstances must have prior approval by the Superintendent.

## **Administrative Procedure 543 – Appendix A**

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### **RULES AND REGULATIONS GOVERNING COMMUNITY USE OF SCHOOLS**

#### **GENERAL**

Below are detailed rules and regulations governing the use of all school facilities by community groups. Northern Lights School Division personnel will monitor compliance with these rules and regulations.

**FAILURE TO COMPLY WITH ANY OF THE RULES AND REGULATIONS WILL RESULT IN IMMEDIATE CANCELLATION OF THIS AGREEMENT BY THE DIVISION AND LOSS OF ALL PRIVILEGES.**

#### **RESERVATIONS**

1. The Division or its designate reserves the right to revoke this agreement and preclude the use of facilities and/or equipment described hereon.
2. Schools shall have first claim of the use of their respective buildings at all times and any agreement made with an outside organization may be terminated or altered at any time.
3. All use of schools by outside groups shall be automatically cancelled when schools are closed due to inclement weather, strikes or any cause beyond the control of the Division.

#### **USE OF FACILITY AND APPLICABLE CHARGES**

4. All users must sign a Facility Use Application.
5. The applicant must be eighteen (18) years of age or older.
6. The user agrees to provide proper adult supervision for all activities. The supervisor must be with the group at all times during the rental period. It is the supervisor's responsibility to ensure that participants remain in the designated area, damage does not occur and that all participants leave the building on or before the ending time of the rental.
7. Users shall adhere to regular school conduct provisions. Profane language or disrespect of Division employees shall not be tolerated.
8. In consideration of the granting of the use of the school premises, the user will be responsible for and compensate the Division for any equipment losses and any damage to the school premises and/or property caused or resulting during the period of use. All groups using the gymnasiums for sport activities will wear rubber soled, non-marking footwear.

9. The user's organization, if not incorporated, acknowledges that its directors and organizers are personally responsible for the activities carried on by the organization.
10. The user shall provide acceptable personnel to assure security and that unauthorized persons are refused entry on or into areas other than those herein authorized.
11. Alcohol and drugs are not allowed in buildings or on the grounds. Food or drink will not be consumed in the gymnasiums.
12. The signed agreement must be received by the school office at least seven (7) working days prior to the use date(s) indicated, accompanied by a cheque made payable to the Division. Fees for short-term agreements one (1) month or less) shall be paid in full prior to the event. Fees for long-term agreements (more than one (1) month) can be paid in equal monthly installments beginning the first of every month by way of post-dated cheques.
13. Bookings may be cancelled by means of written request to the appropriate school, seven (7) days before the event.
14. The Division assumes no responsibility for properties left on the premises by the applicant.
15. The Division or its representatives will have free access to all rooms at all times.
16. Cafeteria kitchens may not be used without the employment of authorized Division personnel for supervision purposes.
17. Permits are not assignable or transferable.

## **EQUIPMENT**

18. Use of all school equipment is permitted only with the prior approval of the administration and is subject to rental rates. Unauthorized use of equipment will result in immediate cancellation of all privileges.
19. Temporary electrical work or alterations are not permitted unless the plans are reviewed and authorized by the Director of Facilities.
20. In the event that school equipment is lost or damaged, the user groups or employee shall be responsible for all costs resulting from replacement and/or repairs. The Administration shall determine the costs.
21. Users shall not be permitted to use school computer equipment, smart boards and LCD projectors without the explicit approval from the Administration. Software shall not be installed without approval from the Division Technology Department.

## **FIRE PREVENTION**

22. All scenery, special effects, props, etc. must be approved by the Administration at least twenty-four (24) hours prior to the presentation or dress rehearsal. Any special decorations must be erected in a manner approved by the Fire Marshall and the Administration. Removal must be completed immediately following the function. The use of pyrotechnics, smoke machines, open flames, dry ice and any other hazardous material is strictly forbidden.
23. The occupancy of facilities herein authorized for use on the date(s) specified shall not exceed fire regulations.
24. The user agrees to review all fire alarm procedures prior to the occupancy of the building and will advise all its supervisory personnel as to proper procedures in the event that a fire or fire alarm occurs.

## **LIABILITY AND INSURANCE**

The user organization agrees to the following:

25. To assume full responsibility for all the acts and conduct of all persons admitted to the premises.
26. To release the Division from any and all liability to any person for any loss, damage or injury to any persons or property incurred in or upon the premises.
27. To supply and provide proof of insurance PRIOR to the event. Organizations shall request a Certificate of Insurance from their insurance broker for General Liability Insurance in the amount of two million dollars (\$2,000,000.00), naming the Division as an additional insured on the policy.
28. During the use and occupation of the premises, the organization shall indemnify and save harmless the Division from and against any and all liability whatsoever resulting from injury or damage to person, persons or property as a result of the use and occupation of the premises.
29. The users must notify the Administration of any damage or accident that occurs during their use of the facilities.

## **OPENING/CLOSING AND KEYS**

30. Normally only Division employees shall be issued keys and security codes. If circumstances warrant, the administration may authorize the allocation of a key and/or security code to non-school employees. (See Administrative Policy 541 – Building and Grounds Security for further information.)

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**APPLICATION FOR USE OF DIVISION PROPERTY**

School Required \_\_\_\_\_ Purpose \_\_\_\_\_  
 Name of Organization \_\_\_\_\_  
 Address of Organization \_\_\_\_\_  
 Postal Code \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_  
 Name & Title Of Person in Charge \_\_\_\_\_  
 Address \_\_\_\_\_ Postal Code \_\_\_\_\_  
 Phone: Home \_\_\_\_\_ Bus \_\_\_\_\_ Fax \_\_\_\_\_

**GROUP CATEGORY**

Adult Profit \_\_\_ Adult Non Profit \_\_\_ Youth Profit \_\_\_ Youth Non Profit \_\_\_ Other \_\_\_

**FACILITIES REQUIRED**

Theatre \_\_\_\_\_ Gym \_\_\_\_\_ Kitchen \_\_\_\_\_ Cafeteria \_\_\_\_\_ Stage \_\_\_\_\_  
 Classroom(s) # \_\_\_\_\_  
 Library \_\_\_\_\_ Computer Rooms \_\_\_\_\_ Washrooms \_\_\_\_\_  
 Staff Room \_\_\_\_\_ Change Rooms \_\_\_\_\_ VC Room \_\_\_\_\_  
 Ind. Ed Shop \_\_\_\_\_ Other \_\_\_\_\_

**EQUIPMENT REQUIRED**

Chairs \_\_\_\_\_ Tables \_\_\_\_\_ Sport Equipment \_\_\_\_\_  
 A/V Equipment \_\_\_\_\_ Other \_\_\_\_\_

**INSURANCE REQUIRED (Proof of valid liability insurance MUST be provided.)**

Currently has liability insurance coverage (MINIMUM \$2M required) Yes \_\_\_ No \_\_\_

**ACTIVITY**

Number of participants per session \_\_\_\_\_ Specify type of activity \_\_\_\_\_  
 Start Date \_\_\_\_\_ End Date \_\_\_\_\_ Specify Time \_\_\_\_\_

	Rate	# of Hrs/Days	Amount	Total
Facility Rental	_____	_____	_____	
Equipment Rental	_____	_____	_____	
Custodial	_____	_____	_____	
Total Charges	_____	_____	_____	Sub total _____
Security Deposit	_____			GST _____
				-Security Dep. _____
				Total _____

**APPLICATION FOR USE OF DIVISION PROPERTY MUST BE RECEIVED THREE (3) WEEKS PRIOR TO DATE OF USE**

I accept responsibility for damage and/or injuries to any person(s) and to any damage to Division premises and/or equipment arising from use of Division property. Furthermore, I accept responsibility for all costs incurred and have read **Administrative Procedure 543 - Community Use of School Facilities** and I am committed to comply with its provisions.

\_\_\_\_\_  
 Applicant's Name (Please Print)                      Applicant's Signature                      Date

