HORIZON SCHOOL DIVISION NO. 67 Policy Code: JG

Policy Title: Community Use of

Facilities

POLICY HANDBOOK Cross Reference:

Legal Reference:

Adoption Date: June 25, 1997 **Amendment or** June 20, 2000, **Re-affirmation Date:** June 20, 2017

POLICY

THE BOARD OF TRUSTEES OF THE HORIZON SCHOOL DIVISION BELIEVES THAT SCHOOL FACILITIES ARE A COMMUNITY RESOURCE THAT SHOULD BE MADE AVAILABLE TO MEMBERS OF THE COMMUNITY FOR EDUCATIONAL AND RECREATIONAL ACTIVITIES.

DEFINITIONS

Facilities

Facilities refers to all Horizon buildings including school grounds

Principal

Principal in this policy refers to the principal of the school or designate. It also refers to site administers for the division and maintenance offices

Supervisor

Supervisor refers to the individual who is overseeing the participants of the user group. The supervisor must be 21 years of age or older, approved by the principal, and be with the group at all times during the rental period.

User

Users are individuals and/or community groups that wish to use Horizon School Division facilities for non-school or non-division sponsored activities.

GUIDELINES

- 1. This policy applies to all community use requests outside of joint use agreements.
- 2. The Horizon School Division will make appropriate specified portions of its facilities, and equipment available for approved purposes, providing such use will not conflict with or restrict school programs or needs.
 - a. Schools shall have first claim to the use of their respective facilities at all times and any agreement made with an outside organization will be contingent on the needs of Horizon School Division and such agreements may be terminated or altered at any time.
 - b. Should multiple users make a request to use a facility, priority for granting usage is as follows:
 - i. Activities administered by the municipal government having a reciprocal use of facilities agreement with Horizon School Division
 - ii. Community non-profit groups.

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- iii. Educational Institutions
- iv. Private groups
- v. For profit groups
- c. Users should conclude their activity by 11:00 p.m.
- d. The facility must be left in the same condition the user received it.
- e. All use of facilities by users shall be automatically cancelled when facilities are closed due to inclement weather, or any other cause beyond the control of the Board.
- 3. Whenever possible, the school should direct those requesting to use Horizon facilities, to the local community facilities designed for recreation and social activities to avoid competition with the private sector.
- 4. Christmas, Easter, and summer use of facilities are restricted by maintenance requirements. Where exceptions are to be made, they shall be authorized by the Facilities Manager.
- 5. Facilities may be made available for use in a School Board, Municipal, Provincial, or Federal Election upon request to the Board from government.
- 6. A fee may be charged to offset the operational and maintenance costs incurred by the use of the facility.
- 7. All users engaging in high risk or excluded activities as defined by the division's ASBIE Facility User Group Insurance Program (see attached) must provide a certificate of insurance with a minimum of \$2,000,000 (high risk activities) \$5,000,000 (excluded activities) general liability, naming the 'Horizon School Division' as an additional insured on the policy.
- 8. Users shall comply with all applicable health and safety regulations, local ordinances, fire and building code regulations.
- 9. Facility security is the responsibility of the Horizon School Division.
 - a. School Division representatives have the right to visit and inspect all users' activities operating within facilities.
 - b. The principal is responsible to ensure that an approved supervisor is designated to unlock the facility, is present to supervise the activity, and secure the facility after the activity.
 - c. The principal has the prerogative to provide keys to user groups as per Policy FE: building security and handing out of keys.
- 10. The Horizon School Division reserves the right to cancel users' facility bookings at any time.
- 11. The user shall be responsible to pay any cost associated with:

Policy JG - Use of Facilities and Equipment - Continued

- a. Damage or vandalism to the facility or equipment.
- b. Inappropriate or insufficient clean up.
- 12. All users shall comply with the same standards of conduct that apply to division/school use. Specifically, the following shall be noted:
 - a. No smoking in facilities and on school grounds.
 - b. No possession, use, distribution, or sale of illicit substances and/or alcoholic beverages.
 - c. Marking shoes must NOT be worn in the gymnasium for sports activities.
- 13. Failure by users to comply with Policy JG may result in immediate cancellation of approval of use and cancel eligibility for future usage.

PROCEDURES

- 1. Users may request the use of a facility by contacting the principal directly.
- 2. The user shall complete the attached application, shall comply with Board policy, shall agree to all rules governing the use of the facility, and submit a completed/signed application to the principal for approval.
- 3. Once the principal has approved the application, the application shall be forwarded to the Associate Superintendent of Finance & Operations.
 - a. The Associate Superintendent of Finance and Operations has the ability to override principal approval.
- 4. Once approved, the principal should contact:
 - a. The Facilities Manager to enable heating, if required.
 - b. The custodian if custodial services are required.
- 5. Once all conditions for the event have been identified and approved, the principal may generate the invoice to provide to the user. Payment should be made prior to the event.
- 6. Adequate Adult Supervision must accompany all user groups.
 - a. It is the responsibility of the supervisor to ensure that the participants remain within the designated rental area, that damage to the facility does not occur and that all user participants leave the school on or before the ending time of the rental permit.
 - b. When groups are renting multiple facility space, there should be adequate supervision as determined by the principal.

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- 7. The use of facilities must be confined to the hours specified by the applicant.
- 8. Each user may request to view the facility before the event.
 - a. Following the event, the principal should ascertain that no damage was done and that appropriate clean up took place. If any required extra billing is necessary, the principal shall contact the Associate Superintendent of Finance and Operations who will communicate with the user regarding the additional charges.
 - b. The Board will seek full restitution for any damage done to its facilities by users.
 - c. All monies collected, with the exemption of equipment rental shall be forwarded to division office. Such fees will then pay any required custodial services or maintenance repairs required due to usage.
 - d. Equipment rental fees are considered SGF and will be remain at the school.

9. Fees

- a. Certain minimum custodial coverage may be required to ensure the school is clean and ready for use by the school the next day. All coverage and costs are outlined in the 'custodial fees' section.
- b. Fees shall be paid directly to the school. Any bank charges will be the responsibility of the user.

10. Liability and Insurance. The user agrees to the following:

- a. To assume full responsibility for the acts and conduct of all persons admitted to the facility. The user will be responsible for the supervision of and behavior of each member of the user's group and jointly and severally liable for any costs arising from damage caused by the group or any of its members. One member of the group shall be designated by the organization to be responsible for supervision and behavior of the group and shall sign the use of facilities application form.
- b. To release the Board from any and all liability to any person for any loss, damage, or injury to any persons or property incurred in or upon the facility.
- c. To supply and provide proof of insurance for high risk or excluded activities as defined by the division's ASBIE Facility User Group Insurance Program (see attached)
 - i. Users engaged in low and medium risk activities are automatically covered by the Divisions insurance
 - ii. Users requesting use of facilities for high risk activities must provide either a
 Certificate of Insurance from their own insurance provider (minimum of \$2 million
 general liability) or purchase insurance through the Division's insurance provider by
 contacting the Associate Superintendent of Finance and Operations

Policy JG - Use of Facilities and Equipment - Continued

- iii. Users requesting use of facilities for excluded activities must provide a Certificate of Insurance from their own insurance provider (minimum of \$5 million general liability), naming the 'Horizon School Division' as an additional insured on the policy.
- d. During the use and occupation of the facility, the user shall indemnify and save harmless the Horizon School Division including its employees 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 facility.
- **e.** Industrial Arts facility requests should be made directly to the Associate Superintendent Finance and Operations.

11. Miscellaneous

- a. Permits are assigned and not transferable.
- b. Arrangement must be made through the school for use of any equipment, prior to occupancy.
- c. No food or drink is to be served or consumed in the gymnasiums without formal approval.
- d. All tables, chairs, dishes and other equipment brought into the facility by the user shall be approved by the principal prior to occupancy and removed promptly after use.
- e. Vehicle parking is permitted only in designated parking areas.
- f. Users are prohibited from having weapons, object that are used, or intended to be used, to threaten or harm others, in their possession or objects which may be used to inflict injury or harm to others.

12. Fire Prevention

- a. When a user intends to bring lighting, scenery, special effects, props, etc. into the facility, the user is responsible to inform the principal prior to use. The principal has the authority to approved such usage. Use of pyrotechnics, smoke machines and/or dry ice is strictly forbidden.
- b. User shall not exceed occupancy capacity.
- c. Users must vacate the facility upon the sounding of the fire alarm. Only when the fire is brought under control or it is determined that it is a false alarm by the Fire Department, will individuals be allowed to re-enter the facility.

Policy JG - Use of Facilities and Equipment - Continued



USE OF FACILITIES – PERMIT APPLICATION

(full policy can be found on horizon.ab.ca under board/policy manual)

This application must be received by the School principal, prior to the starting date of the permit.					
If (Organization, Nam	dual/Organization) e of Individual applyi	ng on behalf of Organization		
Tel	lephone		Email		
Na Fa	me of facility that t cilities Requested:	the user wishes to rent	Change Rooms	☐ Classroom(s)	
rav	emiles Requesteu.	☐ Cyffiliasiuiii	☐ Change Rooms ☐ Computer Lab	☐ Library	
		☐ Other/Equipment (Please Specify)	- Elotary	
		= other/Equipment (
Ple	ase note: Facilities a	are non-smoking, (posse	ession, use, & distribution of ill	icit substances and/or alcoholic beverages are prohibited)	
Pu	rpose of Rental (Ad	ctivity being undertak	en)		
Ad	mission Fee:	☐ The User is NOT of	charging an admission fee for its	s participants	
				cipants to cover the Division's fees	
		☐ The User is charging	ng an admission fee as a source	of income	
N	mhor of Doonlo Att	tondina	A go rongo		
FO	OD AND REVERACES	SWILL RESERVED Yes	Age range □ No □ If ves, describe		
10	OD MIND DEVERMOE	WILL BE SERVED TO	1 To Z II yes, describe		
Da	te(s)			□p.m. (NOTE: not to exceed 11:00pm)	
Tir	ne From	□a.m. □p.n	ı. To □a.m.	□p.m. (NOTE: not to exceed 11:00pm)	
Na	me of supervisor (r	must be over 21 yrs) w	ho will be present during the	activityCell	
Suj	pervisor Phone	Work	Extension Home	Cell	
DI.			L		
Pie	ase provide details	on setup requirement	.S		
_					
CO	ONDITIONS OF US	SE:			
Yo	ur cooperation is rec	quested in observing the	e following regulations:		
1.	Groups using facil	ities are responsible for	the conduct of all members of	the group.	
2.	Users will be allow	ved to use only those fa	cilities indicated on the applica	tion form and only during the times designated.	
3.			licated on the approved applica	tion form.	
4.		onsible for any damages			
5.			gymnasium for sports activities		
6.		e made prior to the use of			
7.		1 0		Use of Facilities (located on www.horizon.ab.ca)	
8.				against all claims, demands, losses, costs, damages, actions,	
				se of the facilities under this Agreement. Without restricting	
		0 0		y loss or damage to the facilities, howsoever caused, arising	
0		ental of the facilities und		tificate of Insurance, in a form acceptable to the Owner	
9.					
10				occupation or use of the facilities by the User Group. lity use, including the cost of janitorial services should any	
10.	be required follows		mages resulting during the fact.	my use, meruding the cost of jantorial services should any	
11			matically cancelled when facilit	ies are closed due to inclement weather, or any other cause	
11.	beyond the control	•	indicarry cancerned when racint	les are crosed due to incienient weather, or any other cause	
	object the control	or me bourd			
I h	ereby acknowledges	s/accepts the conditions	s and terms laid out in Policy J	G: Community Use of Facilities.	
	•	•	·	•	
Dri	nt Nama.		Signatura	Data	

Policy JG - Use of Facilities and Equipment - Continued

Office Use O	nly				
Insurance: Users must have Liability Insurance coverage, Users engaged in low or medium risk activities who do not have access to liability insurance from other sources are covered by Horizon School Division. Those engaged in high risk activities (as per ASBIE Facility User Activities list) may purchase Liability Insurance from the jurisdiction's provider should they not have access to liability insurance from other sources. This coverage is only available for those activities listed as high risk. Those requesting to engage in excluded activities must provide insurance from another source.					
Risk Level	□ low or medium □ high	(User are covered by Horizon School Division's General Liability Insurance) (User must either request ASBIE Facility User Group Liability Insurance by submitting Attachment A (to be forwarded to the Associate Superintendent of Finance and Operations - see details in Appendix A and B or include a Certificate of Insurance with this application that contains a minimum \$2 million general liability and names insured as Horizon School Division)			
	□ excluded	(User must include a Certificate of Insurance from their own insurance provider with this application that contains a minimum \$5 million general liability and names insured as Horizon School Division)			
Category: □	1 □ 2a □ 2b				
Facility Rent	al Fee \$				
Custodial Fee	e:	hours. x \$35/hr = our) (Total Custodial Fee)			
Principal req	uesting custodial fee be w	vaived: Yes □			
Insurance Fe	e \$				
Damage Depo	osit: onal custodial hours are require	ed, or maintenance repairs are required, the user/group will be invoiced accordingly at \$35/hr.			
	: \$ (Facility Rental Fee + Custodia	l Fee + Insurance Fee + Refundable Damage Deposit)			
School Equip	ment Rental Details and	Fee			
		g access to the facility (e.g. keys provided and to who, person responsible for unlocking			
Rental Appro	oved Yes No				
Principal Sig	nature	DATE			
Principal Con	mments:				

Policy JG - Use of Facilities and Equipment - Continued RATE SCHEDULE

Fees/deposits for the use of facilities vary depending on purpose and type of organization requesting use. Fee categorized are as follows.

Category #1 – Exempt from Paying Rental Fees (note: other fees/deposits may still apply)

- Activities of the Board
- Meetings or activities sponsored by School Councils
- Meetings of division staff and their respective Union
- General meetings or activities of the Community Health Association
- Registered, not-for-profit organizations, i.e. Boy Scouts, Guides, 4-H Clubs,
- Meetings/small social functions of recognized community service clubs (less than 20 people)
- Community functions sponsored by local community recreational commissions (less than 20 people)
- Government Agencies (e.g. emergency services)

Category 2 – Not exempt from rental fees

<u>Sub-category 2a – Profit is not the intent (User are NOT charging an admission fee or the admission fee is intended to cover the Division's fees.</u>

- Large social functions of recognized community service clubs (more than 20 people)
- Large community functions sponsored by local community recreational commissions (more than 20 people)
- Activities sponsored by non-recognized community recreational commission/community service clubs, i.e. dance or drama groups, choirs, cultural organizations
- Industrial or business athletic groups and leagues for purposes authorized by the school principal
- Concerts and other functions sponsored by service clubs and other local non-profit organizations where an admission
 fee is charged to help defray expenses and/or for charitable work in the community, as authorized by the school
 principal.

Sub-category #2b – Private functions and those users whose intent is making a profit

- Commercial enterprises
- Private individuals
- All other groups not included in Category #1 or Category #2

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FACILITY RENTAL FEES

Facility Rental fees are in addition to costs for janitorial and insurance fees and are not subject to G.S.T.

The fees for each category are listed below:

RENTAL AREA		CATEGORY				
	1	2a (hourly rate)	2b (hourly rate)			
Classroom	Nil	Nil	\$20			
Library	Nil	Nil	\$40			
Cafeteria	Nil	Nil	\$40			
Kitchen	Nil	\$20	\$40			
Gymnasium (under 450m2)	Nil	\$20	\$40			
Gymnasium (over 450m2)	Nil	\$20	\$60			
Sports Field (Striping NOT Included)	Nil	Nil	\$80			

Groups requesting multiple rooms may be provided a discount up to 50% for any additional area (note: only applies to the lower rate area).

CUSTODIAL FEES

Custodial fees are *for cleaning and administration of custodial services are charged at* \$35/hr, one-hour minimum, unless waived by the principal. The total number of hours are determined by the Facilities Manager in consultation with the principal and custodian.

Note: Custodial fees may be waived by the principal for small groups where the group agrees to provide janitorial services that will result in facility being left in the same/or better condition than when the group arrived.

INSURANCE FEES

TBD by insurance provider. See appendix A and B for premiums examples from the Division's insurance provider. Please contact the Associate Superintendent for quotes.

DAMAGE DEPOSIT

	Risk Level		
	Low/Medium Risk Activity	High Risk/Excluded Activity	
Less than 25 people	Nil	\$500	
25 to 100 people	\$100	\$500	
More than 100 people	\$200	\$500	

EQUIPMENT RENTAL FEES

Schools have the prerogative to set and charge equipment rental fees.

Policy JG - Use of Facilities and Equipment - Continued

Appendix A

ASBIE Facility User Group Liability Insurance Coverage

The Alberta School Board Insurance Exchange (ASBIE), Horizon's insurance provider, provides a Blanket Facility Users Group (non-school based users – individuals or groups) policy to provide liability coverage for the protection of Facility Users. This is extremely valuable particularly when a Facility User does not have access to liability insurance coverage of their own from other sources. This coverage provided for the Users transfers liability away from the Board back to the User of the facility.

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 except in cases where the activity is excluded – see Appendix B: ASBIE User Group Program information which identifies included activities (Low and Medium Risk) as well as excluded activities (High Risk).

Those requesting to use Horizon facilities for the purpose of pursuit of High Risk activity will not be approved without the purchase of additional premiums. If High Risk Users cannot be covered, they will be required to provide proof of insurance from other insurers – if this is not available, use of our facilities for their activities will be denied.

Who is Covered?

Any individual or group, not providing or associated with a school activity, using the facilities of the Board in low and medium risk activities, who does not have access to other insurance (i.e. drop-in basketball, volleyball – not league as they should have their own insurance). 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?

Limit - \$2,000,000.00 general liability per occurrence including the following:

- 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 and Volunteers as Additional Insured's
- Cross Liability (each insured covered, up to the policy limit in total)
- Tenants Legal Liability (for damage done to the premises)

A deductible of \$500.00 to bodily injury, property damage and legal expenses, for each User would apply and be billed to them for each claim.

Policy JG - Use of Facilities and Equipment - Continued

Appendix B

ASBIE Facility User Group Program 2016-2017 Rates

Low Risk Activities Included in Blanket Program Medium Risk Activities Included in Blanket Program

Not Induded in Blanket Program and must be referred to Insurer for consideration and premium quote High Risk Activities

LOW RISK ACTIVITIES	VITIES MEDIUM RISK ACTIVITIES		HIGH RISK ACTIVITIES	EXCLUDED ACTIVITIES	
Badminton	Baseball			Alpine Skiing or Ski Hills	
Bowling Basketball			Any activity not indicated in Low Risk / Medium Risk /	Animals, Petting Zoos	
Curling	Field Hockey		Excluded Category	Bungee Jumping	
Dance Lessons	Ball/Floor Hockey			Boxing	
Horseshoes	Handball			Carnivals	
Tennis	Racquetball			Climbing Walls	
Piano lessons	Soccer		Non Contact Martial Arts	Contact Hockey	
Rope skipping	Softball		League Hockey	Cyding	
Yoga/Pilates/Arobics(subject to certified instructor	Squash		Tournaments	Fireworks (unless under direction of a licensed pyrotechnician)	
Art classes	Non-Contact Touch	n/Flag Football	Events with Alcohol	Gymnastics	
Meetings	Track & field		Beer Gardens	Equestrian/horse related events	
	Volleyball			Kickboxing	
	Swimming with Lifeguard Adult non-contact hockey Ball hockey, in-line hockey			Lacrosse	
				Minor Hockey (18 & under)	
				Mountain Climbing	
	Recreational Skatir	ng		Rugby	
	Farmers Markets			Skateboarding / Skateboard Park	
	Swap Meets			Snowboarding	
	Garage Sales			Snowmobile or Sea-do Rentals	
				Tackle Football	
				Contact Martial Arts	
	Additional	l Premium requ	ired (includes 15% LS Fee)		
Non-co	ntact Martial Arts	1 - 25 student	s	\$575	
		26 - 100 Stude	ents	\$863	
		dosed tournar	ment (own students only)	included	
			ent day (outside participants ved - up to 100 extra)	\$288	
League	Hockey	\$225 per team	n per season		
Tourna	ments	Up to 8 teams	en. Si	\$288	
	9-16 teams			\$431	
Events	without Alcohol	1-100 Attenda 101-500 Atten		\$115 \$144	

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FACILITY USER GROUP INSURANCE APPLICATION

	20	15-2016 Policy Year	
		ability Insurance with All-Sport Insurance Marketing the limits and deductibles shown below.	Ltd. under the ASBIE
Commercial Gene	eral Liability Co	overage	
Amount of Insurance	\$2,000,000	Per Occurrence for Bodily Injury and/or Property	Damage
	\$250,000	Tenants Legal Liability, any one Premises, Broad	
Deductible	\$500	Per Occurrence for Bodily Injury and Property Date combined	amage and Legal Expense
Voluntary Medica	l Coverage		
Amount of Insurance:	\$1,000. Any One	e Person	
Deductible:	NIL		
	ort any known o	of Insurance issued by or on behalf of AllSport I r potential claim or action pertaining to this insu to:	
	S E T P F	add Insurance Brokers Ltd. (Program Managuite 700, 10240 – 124 Street demonton, AB T5N 3W6 oll Free: (800) 665-5243 hone: (780) 483-4544 ax: (780) 484-5727 mail: Krystle Yaghi, CIP kyaghi@lloydsadd.co	
Renter must fully compl	ete this 2 page app	olication and initial where indicated. ——	Page 1 of 2 Initials of Renter

Policy JG - Use of Facilities and Equipment - Continued

Name of School Board					
Contact Person			Phone Fax		•
Name of Renter (Applicant)			I un		
Address of Renter					
Phone			Fax		
E-mail			•		
Name of Facility Used					
Expected Attendance					
Type of Activities and Specific Details of the Event					
Number of Days of the Event		(Date) From		(Date) To	
Hours of the Event		110111		10 1	
Will alcohol be served?	Yes No No	If yes, will	it be free of c	harge?	Yes 🗌 No 🗌
If yes, what controls are in place to limit consumption?					
	Special Event Liquor Licer	nse must be p	rovided <u>prior</u> t	to insurance	being effective.
Renter Signature			Date		
Print Name					
School Board Signature			Date		
Print Name					
NOTICE TO APPLICANTS This application does not bind the Applicant, Lloyd Sadd or the Insurer, but it is agreed that this application will be the basis of the contract should a Certificate be issued, and it will be attached to and made a part of the certificate. The Applicant represents that if the information supplied on this application changes between the date of this application and the time when the policy is issued, the Applicant will immediately notify Lloyd Sadd of such changes. Please note that if payment is not received, any Certificate issued will be null and void.					
22	LOYD SADD INSURANCE			ON	
APPLICATION REVIEWED BY			NAPPROVED BY		
MEETS FUG CRITERIA? Yes EFFECTIVE DATE OF COVERAGE	□ No □	DATE DATE	OF COVERAGE		
COMMENTS		EAPIRY DATE	OF COVERAGE		
Renter must fully complete this 2 page application and initial where indicated. Page 2 of 2 Initials of Renter					

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Community Use of Facilities Checklist

Community member/group (user) requests use of facility
Principal provides copy of policy to user
User completes application
Principal reviews application
Principal determines need for janitorial services and determines fees
User provides Certificate of Insurance, naming Horizon School Division as additional insured or requests (from own insurance provider or ASBIE coverage from Associate Superintendent (only for high risk and excluded activities)
Principal approves application
Principal sends application to Associate Superintendent F&O
Principal contacts Facilities Manager to enable heat, if required
Principal contacts custodian if custodial services required
Principal invoices user
User pays invoice
Principal forwards fee to Associate Superintendent F&O
User may request to preview facility (pre-possession walk through for damages)
Principal arranges access to the facility (opens facility up or provides key)
User accesses the facility
Principal arranges for lock-up (if key provided, key is returned)
Principal inspects facility for damages and confirmation of appropriate clean up
If damage or clean-up is necessary, principal contacts Associate Superintendent (F&O) who contacts user
Janitor invoices jurisdiction if required
Associate Superintendent pays janitor's invoice