

## USE OF BOARD FACILITIES POLICY

The Halifax Regional School Board supports:

- 1) Full compliance with section 64C of the Nova Scotia Education Act and promotion of community use of HRSB schools when such schools are not in use for educational purposes.
- 2) Implementation of the provincial framework set out to govern the community use of its schools and its intended outcomes which include,
  - Uniform access to schools for community use for students and for youth
  - Support for improved achievement in educational programming, such as Physically Active Lifestyles, through maximized student access to school facilities
  - Enhanced partnerships between communities and schools to share the organization, administration and use of school facilities.
  - Increased opportunities for physical activities leading to improved health.

### Criteria for User Eligibility

User groups must qualify to be considered for use of school facilities by means of an application form. Upon application, groups must demonstrate that they:

- Are organized, in that there is a structure, responsible oversight and stated purpose.
- Qualify for, and can obtain, liability insurance of not less than \$1 million or as determined by the school board based on risk, and produce proof of such insurance upon request.
- Ensure the proper screening of all staff and volunteers who work with children and youth.
- Will provide, while on site, responsible supervision of participant activities, which is determined in advance to be satisfactory to the principal of the facility, or designate.
- Will ensure participants respect and do not willfully misuse the facilities while onsite.
- Will ensure the facility is tidied or cleaned up after use according to Board policies.
- Will provide a full description of the organization's activities and clientele.

User groups who wish to qualify for a rate exemption or reduced facility rental rate (during non-regular custodial hours) must **also** provide clear evidence of their non-for-profit status and clear evidence that the primary purpose of the organization is to provide services to youth under 21 or exclusively to adults over the age of 65.

## Definition of Terms

### 1. Agreements

- 1.1 **Facility Use Agreement** means an agreement with a municipality or other representatives of community groups to provide services or to assume responsibility in exchange for access to facilities on a day-to-day basis as agreed.
- 1.2 **Joint Use Agreement** means an agreement as defined in the Education Act, between a municipality and a school board. The Minister of Education has signing authority for all Joint Use Agreements.
- 1.3 **Partnership Agreement** means an agreement with a community use group which replaces the usual rental agreement, and which sets out the terms and conditions for recurring access by the group's members to a school facility and equipment during either in-school or non-school hours.
- 1.4 **Rental Agreement** means an agreement allowing a user group to use a facility on a specific date and time, which sets out the user group's responsibilities, and which waives liability of the Halifax Regional School Board, in a form which school boards may devise and which contains at a minimum the information shown in Appendix A.

### 2. Facility Rental Rates

- 2.1 **Direct Additional Costs** means expenditures which can be readily calculated, and which school boards would not have otherwise incurred except for the presence of a community user group in a facility (examples are additional cleaning, custodial, supervision or service costs, or direct costs for consumables/supplies used).
- 2.2 **Free of Charge** means services that are provided within the existing school schedule or infrastructure; that is, without a need for additional services or supervision or provision of consumables.
- 2.3 **Operating Costs** means a cost to a school board for having a user group in a facility, and includes but is not limited to costs for heat, electricity, computer/copier toner, wear and tear, or organizational time.
- 2.4 **Facility rental rate** means a rate a school board may charge a user other than students or youth that contributes to or offsets operating costs of schools boards.
- 2.5 **Commercial user fee** is a user fee charged to a for-profit group that reflects prevailing commercial/instructional rates in the geographic area.

### 3. User Groups

- 3.1 **Commercial or for profit** means any group, activity or undertaking whose purpose is to generate revenue for other than educational or community purposes.
- 3.2 **Non-profit** means activities or groups for which profit is not the primary purpose and for greater clarity, includes activities or groups conducted for the purpose of raising funds for educational or community purposes.
- 3.3 **Student** means any person who attends public school in Nova Scotia.
- 3.4 **Youth** means any person up to the age of 21, other than a student.
- 3.5 **Senior** means a person 65 years and older

## USE OF BOARD FACILITIES PROCEDURES

### 1. Bookings

- 1.1 All community after-hours (outside regular school hours, weekends, holidays, school breaks and summer) rental bookings must be completed through the Halifax Regional Municipality's Facilities Scheduling Office.
- 1.2 The Facility Rental Application is completed when a community group is booking a school for any after-hours activity. ALL information requested must be provided, including evidence that the community group has current insurance. It is the responsibility of the group to provide a copy of their insurance to HRM along with their application.
- 1.3 In the event information is incomplete or inaccurate, the booking will not be processed and the form will be returned for completion.
- 1.4 Facilities may be made available on a limited basis during Provincial in-service days, the Christmas Holidays, March Break and Summer Holidays. Availability will be pre-determined on an as-needed basis by the Halifax Regional School Board.
- 1.5 Applications for use of the school must be renewed each year.
- 1.6 Churches may book schools for church services throughout the entire year.
- 1.7 There shall be no third party sub-leases of Board Facilities.
- 1.8 Schools have priority of all bookings. Schools will provide 2 weeks notice for cancellation of a regularly scheduled group. One-time events will be given special consideration.
- 1.9 Each spring schools are to identify dates and times that are not available to the community for after-hours bookings. Following the cancellation procedure (section 4.0), schools can request additional dates and times throughout the school year. Schools when possible should offer the displaced group(s) an acceptable, equivalent date and time to hold their function. This alternative date cannot result in the cancellation of another community use booking and in the case of not-for-profit groups serving youth, cannot result in additional costs.

## **2. Use Of Facilities**

- 2.1 Alcohol for special events may be permitted, provided written authorization is obtained from Facilities Rentals, the necessary license is obtained and the user group agrees to comply with all requirements for approval to serve alcohol.
- 2.2 All applicants are responsible for ensuring compliance with relevant board and provincial policies including: HRSB Policy A.006 Tobacco-Free Schools and Workplaces and D.007 Student Protection. Groups are also asked to respect individual school policies regarding nut and scent reduced environments.
- 2.3 Groups using the Board Facilities shall confine their activities to the area(s) designated and the associated corridors, entrances and washrooms.
- 2.4 Rentals are for specified rooms and other areas (specified above). Rentals do not include storage space or the use of materials or equipment, unless specified at the time of booking. The Halifax Regional School Board and the Halifax Regional Municipality are not responsible for lost, stolen or damaged articles left in school buildings.
- 2.5 Groups renting gym facilities are responsible for ensuring that ,
  - 2.5.1 Only proper indoor equipment (i.e., baseballs, softballs, lacrosse balls, sticks, etc.) is used. No outdoor equipment or outdoor footwear (e.g. cleated shoes) are permitted in gyms.
  - 2.5.2 No beverages, with the exception of water, are consumed in the gym. Food, pop, juice or coffee/tea are not permitted.
- 2.6 The applicant is responsible to reimburse the School Board for any damage arising from the applicant's use of the facilities.
- 2.7 Adult Supervision of all activities must be fully assumed by the user group authorized to use the facilities. For insurance reasons, groups are not permitted to enter or be in the building without their appointed leader/supervisor.
- 2.8 All user groups must provide their own First Aid Kits.
- 2.9 Any furniture (tables, chairs, etc.) set up by groups are returned to their original locations by the groups before they leave the building. Groups must use their rental time to put the items away; not the time of the group following.
- 2.10 All activities shall end by 10pm on weekdays where the janitorial shift ends at 12 midnight, unless special permission has been received to extend the booking time.

Where the janitorial shift ends at an earlier time, groups must be out of the building ½ hour before the building closes.

- 2.11 In the event problems occur with a group, the Halifax Regional School Board's Facility Rentals Office must be informed in writing within 48 hours of the incident so the problem can be rectified or the group can be cancelled.
- 2.12 If the Halifax Regional School Board's Facilities Rentals Office receives continuing complaints regarding any group, that group will lose all renting privileges.

### **3. Facility Rental Rates And Payment**

- 3.1 Facility rental rates defined in section 5 (Schedule of Fees) are for space only. If additional staff (Security, Door Monitor, extra Janitorial) is required, all groups will be billed on a cost recovery basis. This fee for additional staff applies to all user groups, including not-for-profit groups serving youth.
- 3.2 Where fees are applicable, they will be assessed based on the amount of time booked for the activity. The guidelines allow for 15 minutes for the group to enter the building prior to the activity and 15 minutes to vacate the building after the activity.
- 3.3 Invoices will be mailed on the last business day of each month and will be due on the last business day of the following month.
- 3.4 It will be at the discretion of the Halifax Regional Municipality's Facilities Scheduling Office to have one-time renters, new renters or renters who have shown bad payment history pay the whole amount or a portion before the activity is to take place.
- 3.5 Overdue Accounts will result in the immediate loss of booking privileges and facilities use.

### **4. Cancellations**

- 4.1 All renters must provide the Halifax Regional Municipality's Facility Scheduling Office with a minimum of 48 hours notice to cancel a booking. Groups that do not cancel 48 hours prior to their booking will be required to pay the full rental fee.
- 4.2 Schools are to provide fourteen days notice for the cancellation of previously booked activities due to unscheduled school use.
- 4.3 If the school is closed during the day, due to inclement weather or other unforeseen circumstances, all evening activities held in the school shall be assumed cancelled.

**5. Facility Rental Rates - During Regular Custodian Hours of Operation (Hourly Plus HST)**

FACILITY	YOUTH NOT-FOR- PROFIT (Age 19 & under)	ADULT	CORPORATE
Classroom	No charge	\$22.00	\$29.00
Specialty Rooms (library, cafeteria, etc.)	No charge	\$28.00	\$44.00
Gymnasium	No charge	\$44.00	\$74.00
Auditorium	No charge	\$148.00	\$195.00

When additional staffing (extra Custodian, Security, Door Monitor) is required, the organization will be charged. Fees for additional staffing apply to ALL rentals, including not-for-profit organizations serving youth.

**6. Facility Rental Rates - During Non-Regular Custodian Hours of Operation (Hourly Plus HST)**

- 6.1 Not-for-Profit groups will not be charged a room rental fee, but will be required to pay a minimum of \$60.00 per hour plus HST for staffing costs. All other groups will be required to pay a rental fee based on the area(s) of the building being used (as per above schedule), with a minimum additional charge of \$60.00 per hour plus HST.
- 6.2 All Rentals may also be charged an additional 1.5 hours for opening, closing and cleaning the building. This fee applies to all user groups, including not-for-profit groups.
- 6.3 Rentals during non-regular custodian hours must be for a minimum of 4 hours. (This minimum will include the additional 1.5 hours)

When additional staffing (extra Custodian or Door Monitor) is required by HRSB, all user groups will be charged. This fee applies to all user groups, including not-for-profit groups.