

## **Purpose**

To outline procedures and guidelines for Administrators and Community Groups around use of RVS Facilities and Equipment.

## **Background**

Policy 22 Community Use of School Facilities and Equipment describes how school facilities are provided primarily for the education of public-school students and appropriate use by the community is authorized in accordance with that policy.

**Definitions (Optional)** This will be a section for clarity around terms used within the Administrative procedure as well as any underlying concepts that may need to be explored for complete understanding of the intent behind the Administrative Procedure.

<b>Booking Agent:</b>	A person whose responsibility is to reserve (book) the school facilities desired by a group.
<b>Instructional Days:</b>	Days on which schools provide instruction to students.
<b>Non-Instructional Days:</b>	Days on which schools do not provide instruction to students.
<b>School-Sponsored Activity:</b>	A non-profit activity that is sponsored by the school and directly related to the operations of the school, including extra-curricular, fund raising and charity events.
<b>Registered Group:</b>	Applies to non-profit organizations that are registered as a society in the province of Alberta and who have been approved as such by RVS after completing RVS Form AF22-B Application for Registered Group Status. <i>*Application for use must be from the registered group, not individual team(s), nor individual members*</i>
<b>Private Group:</b>	A non-profit group intending to use RVS facilities for personal or private events or functions.
<b>Profit-Making Group:</b>	Any group whose intention is to make a profit.

## **Procedures and/or Principals**

### 1. Administration

- 1.1. Community use shall be administered centrally by the Supervisor of Caretaking. The Supervisor of Caretaking will arrange for a Booking Agent where necessary. Where a Booking Agent is assigned, each school shall designate an individual to act as a liaison.
- 1.2. In schools with no assigned Booking Agent, the Principal or designate will assume the responsibility.
- 1.3. School building security is the responsibility of Rocky View Schools. Rocky View Schools' officials have the right to visit and inspect community use programs operating within school buildings.

- 1.4. The Booking Agent/Principal is responsible to ensure that the Head Building Operator is notified of all community use activities. The school caretaking staff or Community Use Supervisor is responsible for building security for all community use.
- 1.5. Where more than one community user group is in a school building, the Supervisor of Caretaking, in consultation with the Booking Agent/ Principal, will decide if additional school division personnel are required for the security of the facility.
2. Approval Priorities
  - 2.1. RVS administration will use the priorities established in Board Policy 22 for granting approvals for facility and equipment use.
  - 2.2. Availability of Space for Community Use
  - 2.3. Designated areas within schools are available for community use as outlined below:
  - 2.4. Instructional Days - 6:00 p.m. - 10:00 p.m. (Use prior to 6:00 p.m. requires the approval of the school Principal).
  - 2.5. Non-Instructional Days - September 15 – June 15 of each year excluding long weekends and during school breaks.
  - 2.6. Due to health and safety concerns the following areas are not available for community use: industrial arts, commercial kitchens, climbing walls, tuck shops and other areas as determined by the Principal.
  - 2.7. Each school Principal will specify and enter all known school-based events into the facility booking software (currently School Dude), by June 1st and confirm by September 5th of each year what dates their school facility will be available.
3. Approving Facility Use
  - 3.1. The Booking Agent/Principal is the approving authority.
  - 3.2. The Booking Agent/Principal can refer any request for facility use to the Supervisor of Caretaking.
4. Fees
  - 4.1. Annually the board shall approve Community Use of Facilities and Equipment fees.
  - 4.2. A schedule of fees will apply to all groups/individuals unless a separate Reciprocal Use/Joint Use of Facilities Agreement exists.
  - 4.3. Fees will be payable to Rocky View Schools within thirty (30) days of the receipt of an invoice; unless otherwise indicated on the invoice.
  - 4.4. Fees charged will include the cost of building security where deemed necessary.
  - 4.5. A damage deposit may be levied by the Booking Agent/Principal in consultation with the Supervisor of Caretaking where deemed necessary.
  - 4.6. Where additional caretaking service is required due to the inappropriate or excessive use of a school, Rocky View Schools will charge the group for the additional costs.

- 4.7. Where maintenance repair(s) is required as a result of any damage caused by the group, the Supervisor of Maintenance shall assess the costs of repairing the damage. The group will be responsible for the cost of all repairs.
  - 4.8. Any change requests for previously approved bookings must be submitted a minimum of 10 school instructional or school business days before the event and an administrative fee will be charged to the user group as outlined in Appendix A.
  - 4.9. The Associate Superintendent of Business & Operations may waive fees, in whole or in part, on a case-by-case basis for extraordinary circumstances. Application for such waivers will be managed through the Supervisor of Caretaking.
5. Distribution of Rental Fees
    - 5.1. All facility rental fees and equipment rental fees will be used by Rocky View Schools to defray operating costs incurred through community use.
    - 5.2. 25% of all fees collected not specific to additional cleaning or supervision will be provided to the school's general budget to address usage of the facility and equipment.
6. Use of Equipment
    - 6.1. The booking contract will specify the terms and conditions under which the equipment may be rented and, indicate the applicable rental charges for each item.
    - 6.2. Use of unauthorized equipment (equipment not requested on the application form and not approved through the online booking process) may cause the cancellation of all future bookings for the Community Use group.
7. Group Responsibility for Supervision
    - 7.1. One member of the group shall sign the Community Use Application Form, accept the Terms and Conditions (shown in Appendix B) as well as to be designated as responsible for the supervision and behaviour of the group. It is the responsibility of this individual to ensure that any individuals on the site, including other supervisors are aware of these Terms and Conditions prior to use. Specific supervision responsibilities are detailed on the Community Use Application Form and schools may specify additional supervision responsibilities.
    - 7.2. The members of any group will be jointly and severally liable for any costs arising from damage caused by the group or any of its members.
    - 7.3. The Booking Agent/Principal shall be advised of any damage caused by the group.
    - 7.4. The group will not be granted access to the facility before the scheduled start time and must leave the building promptly when the booking is over (i.e. meeting in the hallways and open areas of the building outside the booking times is prohibited). All bookings must include all additional time required for setup/take down of the event.
  8. Withdrawal of Approval to Use School Facilities or Equipment
    - 8.1. The use of school facilities by a group may be cancelled at any time by the Booking Agent/Principal or Supervisor of Caretaking if the privilege granted to a community user group is being abused.

9. Liability Insurance

9.1. Liability Insurance, for a minimum of \$2,000,000 per occurrence, is required. The Board of Trustees of Rocky View School Division must be named as an additional insured under the community user group's policy.

9.2. It is the responsibility of the group to provide RVS with updated liability insurance due to renewals or plan changes that would cause the current insurance to be rendered null and void, prior to the current insurance policy expiration.

10. Other

10.1. Footwear that causes damage to floor surfaces is prohibited.

10.2. The use of tape on floors or walls is strictly prohibited.

10.3. Food and non-alcoholic beverages will be limited to specified areas of the facility.

10.4. Community organizations/groups are not allowed to prepare or sell food.

10.5. Alcoholic beverages, both the sale and/or consumption of, are strictly prohibited.

10.6. Smoking/Vaping is not permitted in buildings or on property of Rocky View Schools.

10.7. Storage of community group/organization possessions is not permitted.

10.8. Rocky View Schools' emergency procedures shall be followed.

**References:**

i. External Legislation:

- Education Act Sections 33, 51, 52, 53, 68, 187, 197, 222

ii. RVS Policies and Procedures:

- BP22 Community Use of School Facilities and Equipment
- AP5014 Community Use of Outdoor Spaces
- Appendix A – Rental Rates
- Appendix B - Terms and Conditions of Use
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iii. RVS Forms:

- AF5025-A Community Use of Schools - Application for Use
- AF5025-B Application for Registered Group Status

iv. Contact/Branch

- Penny Neville, Facility Use Coordinator 403-945-4141 or [pneville@rockyview.ab.ca](mailto:pneville@rockyview.ab.ca)

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**APPENDIX A – FEES AND CHARGES**

1. Fees and Charges

1.1. Rental Fees

Approved User	Gym		Instructional Space	
	Instructional Day(s)	Non-Instructional Day(s)	Instructional Day(s)	Non-Instructional Day(s)
Registered Group Youth Oriented	\$40/hr	\$110/hr	\$20/hr	\$80/hr
Registered Group Adult Oriented	\$50/hr	\$125/hr	\$35/hr	\$90/hr
Private Group	\$75/hr	\$150/hr	\$40/hr	\$100/hr
Profit-Making Groups	No rental allowed		No rental allowed	

1.2. Minimum 2 hours will be charged for a booking on an instructional day. On a non-instructional day, a minimum of 3 hours will be charged.

1.3. G.S.T. will be added to all applicable fees.

2. Cancellation, Change and Non-appearance Charges

2.1. Changes to an existing booking will result in a \$10 non-refundable fee being applied.

2.2. An Administrative Fee of \$25.00 will be charged for each booking cancellation within less than ten (10) business days' notice.

2.3. An Administrative Fee of \$25.00 plus the full rental fee will be charged for each booking cancelled with less than three (3) business days' notice.

2.4. An Administrative Fee of \$50.00 plus the full rental fee will be charged for each failure to appear (no-show).

3. Equipment Rental:

Standard Equipment Rental Charges* **	
Game Standards, Nets, Basketball Hoops	No Cost
P.A. System (if available)	\$40/event
Score Clock (additional charges as required)	\$25/event
Bleachers	\$30/event



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Chairs	
• 0 – 50	\$30/event
• 50-100	\$50/event
• > 100	\$75/event
Set-up and take down of all equipment	\$50/hour

\* Use of equipment not specified above can be requested by a group and if approved by the principal, a fee will be established on a case-by-case basis.

\*\*All equipment must be specified on the rental application AND approval granted by RVS through the online booking process, in order for the Community Use Group to be allowed to use the equipment. The equipment listed above is not available at every school. Questions about availability can be directed to the Booking Agent.

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## **APPENDIX B – TERMS AND CONDITIONS OF USE (RVS Facilities)**

### **I. GRANT OF PERMISSION OF USE**

- 1.1. Rocky View Schools (RVS) grants permission to use the Space(s), identified in an approved application form, on the terms and conditions set out below.
- 1.2. The permission granted is immediately revocable in the event of non-compliance with the terms and conditions.
- 1.3. The user group accepts the Space as is and RVS makes no representations, or warranties, that the Space is fit for any set purpose.
- 1.4. The user group is responsible for obtaining, complying with, and all costs associated with, all permits required from any authority regarding the conduct of the user group's activities.
- 1.5. RVS grants the user group a non-exclusive right, in common with other user groups and RVS, to use driveways and parking areas, for use by persons attending the user group's activities.

### **II. TERM**

- 2.1. The term of the permitted use shall be for the period set out in the approved application form, subject to earlier termination.

### **III. USER FEE**

- 3.1. The user group shall pay to RVS a user fee in the amount set out in the approved application form and outlined in AP5025 prior to the commencement of the permitted use.
- 3.2. The user group agrees that payment of the user fee is a pre-condition to the use and occupation of the Space by the user group and failure to have paid the user fee shall prevent the user group from occupying and using the Space.
- 3.3. Once paid, the user fee is non-refundable under any and all circumstances.

### **IV. DEPOSIT**

- 4.1. Deposits will be required if RVS deems them necessary. Any deposit is required at the time of booking to cover any contingent costs. The deposit will be made by way of post-dated cheque for the day following the completion of the booked activity. Upon confirmation that no costs will be incurred by RVS, the cheque will be destroyed. If any costs will be incurred, the cheque will be cashed and the funds used to off-set any costs, including an administration fee. If any balance remains it will be returned in due course. If the deposit does not cover the costs incurred, the User Group will pay any deficiency to RVS upon demand as a just debt owing.

### **V. USE OF SPACES**

- 5.1. The user group agrees that it will use the Space(s) only for the purpose described in the approved application form. No unauthorized equipment shall be allowed in the Space(s).
- 5.2. The user group shall not alter the Spaces, without the prior written consent of RVS, which may be withheld at RVS discretion. Any alterations will, at RVS's option, become the property of RVS upon termination of the permission to use, at no cost to RVS, or if RVS does not wish to retain the alterations the user group will restore the Space(s) to the condition they were in at the commencement of the permitted use, to RVS' satisfaction.
- 5.3. The user group may not, unless prior written approval is granted by RVS, erect a sign or

signs within the Space(s). If authorization is granted will remove same at the end of the permitted use, and repair any damage occasioned by the removal of same to RVS' satisfaction.

- 5.4. The user group shall not do, or permit anything to be done, in the Space(s), or the facility that the space is apart of, that will constitute a nuisance, or result in, a condition that may require remediation under any law in Alberta governing environmental standards, or that contravenes any such law.
- 5.5. When applicable to the activities of the user group and any of the individuals using the premises under the direction and supervision of the user group, the user group shall ensure that it has the applicable SOCAN and Re: Sound licenses. Proof of the license(s) must be provided to the School Division so that the School Division has on file the current license for the user group. The user group authorizes the School Division to disclose to ENTANDEM, on behalf of SOCAN or Re: Sound, or either of these companies or to their agents, which the School Division may be obligated, any information related to the licenses for SOCAN or Re: Sound, or either of them, or their agents. The user group consents to such disclosure.
- 5.6. RVS is not responsible for any user group set-up.

## **VI. INSURANCE AND INDEMNITY**

- 6.1. The user group shall maintain Comprehensive General Liability insurance, naming The Board of Trustees of Rocky View School Division No. 41, its servants, agents, employees and insurers as additional insureds (the Releasees), protecting against all perils, and losses, including, without limiting the generality of this requirement, all damages, and losses from, damage to, destruction of, or loss of use of property as well as death, bodily injury and personal injury. The limits of the said insurance shall be Two Million (\$2,000,000.00) Dollars per occurrence. The policy of insurance shall contain a severability of interest and cross liability endorsement in favor of The Board of Trustees of Rocky View School Division No. 41 and the other Releasees referred to above.
- 6.2. The user group, jointly and severally, does hereby indemnify and save RVS and the other Releasees referred to in sub-Article 6.1, harmless, from and against, all claims, actions, suits, causes of action, demands, and accounts, of every nature brought against RVS, and the other Releasees referred to in sub-Article 6.1, relating in any way to, or depending in any way upon, the use, and occupation of the Space(s) by the user group, or relating to, or depending upon, any alleged acts, or omissions, of the user group, any of its members, its servants, agents, employees, or others under its control, or for whom it is responsible in law, and the user group, jointly and severally shall pay all costs, damages, fees, and disbursements, of every kind, without limitation, including solicitor and own client fees, and disbursements, incurred, or suffered by RVS, and the other Releasees referred to in sub-Article 6.1, in dealing with, or arising from, any of the aforesaid matters. This indemnification is independent of any insurance carried by the user group, and is not diminished by any insurance carried by RVS.
- 6.3. The indemnification set out in sub-Article 6.2 shall survive any expiration, or termination, of the permission to use.

## **VII. MAINTENANCE OF SPACES**

- 7.1. The user group shall, at all times, maintain the Space(s) in a condition that is acceptable to RVS, with reasonable accommodation for the nature of the user group's activities, and



shall maintain the appearance of the Space(s) in compliance with any standards governing same, and as required by RVS and shall remove all refuse and other things brought on to the Space(s) by the user group, its members, or its employees, servants, agents, customers, or invitees. If RVS experiences any costs of any kind as a result of the failure of the user group to fulfill its obligations RVS may recover such costs from the user group and its members, jointly and severally, in any lawful manner it chooses.

#### **VIII. USE OF THE SPACE(S)**

- 8.1. Upon payment of the user fee and observance of these terms and conditions, the user group shall be entitled to the permitted use of the Space(s).

#### **IX. RVS RULES**

- 9.1. A Community Use Supervisor or Caretaker will be on duty to open and lock the school at the prescribed times;
- 9.2. Groups using school facilities are responsible for the conduct of all members of the group;
- 9.3. The time booked includes set up and take down;
- 9.4. Loitering is not permitted. Groups are not permitted to be on the site/ before or after the end of a booking;
- 9.5. Do not prop open any exterior doors, a group representative must monitor the doors, if needed, to accommodate any participants that require late entry;
- 9.6. Access will **only** be permitted for use of the facilities and areas indicated on the application form, and **only** during the times designated;
- 9.7. All equipment must be identified on the application form and only equipment outlined in Administrative Procedure AP5025 is available for use. Use must be approved during the application process.
- 9.8. All outdoor equipment including outdoor balls, hockey sticks, nets, bats or batting/pitching machines, or any item/equipment that may cause damage to walls, floors, or any fixtures are strictly prohibited for indoor use;
- 9.9. Tape, glitter, glue, or dance floor wax or powder, or any hard to clean items are not permitted;
- 9.10. Basketball hoops, volleyball nets and standards or any other equipment must be put away after use (in the location and condition they were in prior to use);
- 9.11. Do not drag equipment across floors;
- 9.12. Footwear that causes damage to floor surfaces is prohibited. Dirty footwear is to be removed and left at the entrance of the school and indoor footwear used;
- 9.13. No food or drinks other than water is permitted in the gymnasiums unless approved and specified on the facility rental agreement;
- 9.14. Groups may be asked to take additional proactive measures to avoid damage of RVS property;
- 9.15. Alcohol, cannabis or illegal substance(s) are strictly prohibited on school property;
- 9.16. Smoking and vaping are not permitted on school property; and
- 9.17. Groups will be responsible for all repair costs if damage is caused by their use.
- 9.18. RVS shall be entitled to make rules for the management, and control of the Space(s) and the Facility of which the Space(s) form a part, from time to time, and the user group, its members, and its servants, agents, employees, customers, and invitees, will observe these

rules;

- 9.19. Use of barbeques and other cooking apparatuses are not permitted, unless granted in writing by RVS;
- 9.20. Pets or animals of any kind are not permitted;
- 9.21. Vehicles are not permitted to be driven or parked outside of RVS-designated parking areas;
- 9.22. Sale of merchandise, food or other items requires approval from RVS;
- 9.23. When porta-potties are required, they must be placed in RVS-designated locations.

**X. RVS REMEDIES**

- 10.1. If the user group does not perform any term hereof as required, RVS may immediately terminate the permission to use, and re-enter, and take possession of the Space(s), and remove all persons, and property therefrom, and the property may be stored as RVS sees fit at the user group's expense, all without the need for resort to any legal process, and without RVS being considered guilty of trespass, or becoming liable for any loss, or damage, occasioned thereby.

**XI. GOVERNING LAW**

- 11.1. These terms and conditions, the approved application form, and the permitted use, and their interpretation, shall be governed by the laws of the Province of Alberta.
- 11.2. Any action by either RVS or the user group shall be commenced, and all steps therein taken, only in the Judicial District of Calgary, which shall be deemed conclusively to be the forum of convenience to all.

**XII. ENTIRE AGREEMENT**

- 12.1. These terms and conditions and the approved application form constitute the entire agreement between RVS and the user group with respect to the subject matter set out herein, and there are no other agreements relating thereto.

**XIII. NOTICE**

- 13.1. Any notice to be given to the user group by a representative of RVS may be given orally to any person apparently in charge of the user group's activities and shall be effective when communicated and shall be confirmed in writing addressed to the address for the user groups representative set out in the approved application form.