

COMMUNITY USE OF SCHOOLS**Category: Facilities****September 2020****Policy Statement**

Anglophone West School District endorses the use of the district school premises/facilities by individuals and organizations whose purpose and activities are of an educational, cultural, recreational or community service nature, and who fulfill the conditions established in Department of Education Policy 407: Community Use of Schools.

School facilities will be made available to the general community. The use of Education facilities must not place the school system in competition with private sector interests.

Definitions

- “District” means District Education Council through the Superintendent.
- “User” means the community group, either an individual or an organization, who has applied for and received permission to use a specific school facility.
- “Application” means a request to use school facilities via a *School Facilities Use Application & Agreement* form.
- “Agreement” means a *School Facilities Use Application & Agreement* form which has been approved by school and district personnel.
- “Activity Supervisor” means person responsible for the “Users” during the community use.
- “Activity Representative” is the contact person representing the User Group.

Parameters for Community Use

Applications for the use of school premises/facilities shall be available from the Anglophone West School District website <http://www.asd-w.nbed.nb.ca> .

1. The primary use of school facilities is for the delivery of public education programs.
2. The use of school premises/facilities shall not interfere with the normal operations of the school and public safety shall be the primary consideration when entering into a school use agreement.
3. School facilities will be made available to the general community with priority to non-profit community activities for youth.
4. It is recognized that municipalities or local service districts may choose to coordinate and negotiate school usage agreements for recreational activities in their communities.

COMMUNITY USE OF SCHOOLS**Category: Facilities****September 2020**

5. When such reciprocal agreements have been negotiated, school facilities not covered within that agreement will be administered under ASD-W Policy ASD-W-407-1. NOTE: Rental agreements are required to be signed whether a fee is charged or not.
6. Agreements between Anglophone West School District and municipalities or local service districts for recreation activities shall be based, where feasible, on the principle of an exchange of facility use or services between parties.
7. Long-term Community Use Agreements shall only be valid for the current academic year.
8. School facilities will be made available from 8:00 AM until 11:00 PM, excluding regular school days, unless special arrangements have made through District and school personnel. It is understood that there is limited availability during instructional time.
9. Approval of an application shall be subject to the User and/or the Activity Supervisor contacting the school principal to review "on site" details.
10. The User shall complete an *Application* releasing the Minister of Education and Early Childhood Development and the Anglophone West School District of all liabilities, claims, suits, damages or expenses due to or arising out of any act or neglect by the Minister of Education and Early Childhood Development and/or the Anglophone West School District. The User is aware that the Anglophone West School District does not carry liability insurance for the benefit of the User.
11. Recognizing the problems created for User groups when an activity must be pre-empted, it shall be the responsibility of the school principal to notify the User of any necessary cancellations with as much lead time as possible.
12. When the school premises/facilities are closed due to weather or other circumstances, the User activities shall be automatically cancelled. The District reserves the right to cancel an activity under exceptional circumstances and shall not be held responsible for any claims arising out of such cancellations. Recognizing varying weather patterns, the Superintendent may review unique circumstances of the day and redirect as appropriate.
13. The Activity Supervisor shall ensure that the maximum capacity rating as posted is respected. In the absence of the Custodian, the Supervisor shall ensure that only the designated entrance for User activities is used.
14. The Custodian shall ensure that only the designated entrance for User activities is used. That entrance shall be locked at all times unless a Supervisor is stationed at the door.
15. It is the responsibility of the Activity Supervisor, to ensure that only that portion of the school premises/facilities which has been approved for use of the applicant shall be used. Individuals shall not have access to unauthorized areas of the school.
16. Users are responsible for set-up / take-down of chairs, tables, risers and stages.

COMMUNITY USE OF SCHOOLS

Category: Facilities

September 2020

17. Prior approval of the School Principal and/or the District shall be required before any posters or signs are displayed by the user.
18. Requests to permit alcoholic beverages or games of chance (e.g. bingos, lotteries) on school property may be approved by the Superintendent, and only on condition that a copy of any applicable license is submitted to the Superintendent prior to the event. *Requests to permit alcoholic beverages on school property will be granted only in exceptional circumstances by the Superintendent.*
19. The *Smoke-free Public Places Act* (October 1, 2004) prohibits smoking in all school buildings, on all school grounds and in all vehicles on school property. The *Act* states: “the manager of a place, area or vehicle where smoking is prohibited shall ensure that no person smokes in that place, area or vehicle”. It is understood that the Supervisor as named in the *School Facilities Use Application & Agreement* is responsible to enforce the *Smoke-free Public Places Act*.
20. Appropriate footwear shall be worn by participants during sporting activities in the gymnasium to prevent damage and markings on the gym floor. All other uses of gym floors shall require removal of outdoor footwear unless a protective covering is placed on the floor. Floor Hockey/Ball Hockey is not permitted as a User Group activity.
21. It shall be the responsibility of the User to provide all expendable materials required for User activities.
22. School equipment of any kind shall not be used without the expressed written permission of the School Principal.
23. Authorization by the School Principal shall be required before any equipment or furniture is moved. Due care of the floor shall be exercised in any moving of equipment which shall be returned to its original position.
24. Any decorations which Users wish to set up must meet current Fire Marshall Regulations. Users can consult the School Principal.
25. To conform to Fire Marshall Regulations, “Candles or any other item which contains an open flame”, is strictly forbidden.
26. When Users will be staying overnight in a school the User shall comply with Bulletin 2013-01 issued by Public Safety – Office of the Fire Marshall.
27. The User shall be held financially responsible for property damage or loss caused by the User including the User’s members, guests and participants.
28. The School District shall establish a fee schedule for the use of school premises/facilities. (See Appendix A) The fee schedule will be reviewed annually and any changes implemented at the beginning of the school year. Copies of fees should be forwarded to the Director of Finance & Administration.

COMMUNITY USE OF SCHOOLS

Category: Facilities

September 2020

29. During regularly scheduled custodian hours, no custodian fees will be charged. Facilities may be rented for a minimum of 1 hour during this time frame. Please be aware that regularly scheduled custodian hours vary from school to school.
30. User Group Activities outside of regularly scheduled custodian hours may have an additional custodial fee. During this period, the custodian (s) will perform tasks as per their Collective Agreement / Service Contract.
31. Rentals requiring use of kitchen facilities require prior consultation with the Director of Finance & Administration.
32. The school premises/facility shall be left tidy and up to the standard established by the District for that school.
33. Any fees for supplementary services or damages will be made, as per invoice rendered, not later than 30 days from the invoice date. Damage must be reported to the school Principal the following school day. Emergencies that jeopardize the security of the building or safety of individuals must be reported immediately by calling the emergency number: 1-866-569-2981.
34. Individuals, groups or organizations that are in financial arrears of previous school use agreements shall not be eligible for rental of school facilities.
35. Keys may be provided to User groups at the discretion of the Principal and are to be returned at the end of the scheduled use.
36. Approval of the use of facilities may be cancelled immediately if the terms of the policy have been breached.
37. In cases where the Minister of Education and Early Childhood Development is not the owner of the facility to be used, use by community groups must conform to the terms and conditions of the Department's lease.
38. All Applications for summer usage (between the first day following the last day of school for students in June and the day preceding the return of students in September) must be submitted to the school by June 1st.
39. Use of sports fields for organized programs must be requested by Application.
40. The Superintendent or designate may set additional conditions as the situation warrants.
41. The Superintendent has the right to alter the fee schedule.

Reference

- Department of Education and Early Childhood Development - [Policy 407: Community Use of School Facilities](#)
- [Smoke-free Public Places Act](#)
- Anglophone West School District - [Policy ASD-W-705-2 – Fire Evacuation and Protection – Bulletin 2013-01](#)