CAPE BRETON-VICTORIA REGIONAL CENTRE FOR EDUCATION
APPLICATION AND PERMIT FOR USE OF SCHOOL FACILITIES

(valid for current school term only)

Applicants Please Note

* Please see attached policy outline
* **NO** alcohol or smoking permitted on Centre for Education property
* Future use will be denied if payment is not received
* All conditions **MUST** be met for approval. Applications will be denied if the required information is not received with application.

Section 1 - Applicant ***Please Print***

Applicant _____ Date _____

Day Phone Number _____ E-mail _____

Name of Organization _____ Profit or Non-Profit (Proof required) _____

Is a fee being charged for this event? Yes ____ No ___

Is this sponsored by the Recreation Department? Yes ___ No ___ Signature (Rec Dept) _____

Proof of liability insurance Yes _____ No _____

Representative of Organization who will be in charge _____

Address _____ Postal Code _____ Telephone: (H) _____ (W) _____

Name of School _____ Location _____

Facilities Requested No. of Classrooms _____ Gym _____ Other _____

Date(s) Requested _____ From _____am/pm To _____am/pm

Day(s) of Week Requested _____

Purpose _____

_____

Supervisor/Police _____

Signed on Behalf of Applicant _____ Date _____

Section 1 to be completed in full and fowarded to Principal of school

Section 2 - School Custodial Staff - Arrangements for Opening/Closing/Security and Cleanup to be made with custodial staff

Required work is as follows: _____

Employee	**Required Hrs**	**Rate**	**Total**

Received Fire Safety Plan _____ **Total Custodial Staff Fee** _____

Initial _____ Applicant Custodial Signature _____

Section 2 to be completed in full by General Maintenance/Head Custodian of school

Section 3 - Principal (Note: Principal to **approve** or **deny** application, **apply** appropriate fee as per policy, **receive** payment of fee, and **forward** to Operational Services.)

_____

_____

Rental Fee _____ Liability Insurance _____

Custodial Staff Fee _____ Security Arrangements _____

Fee Received _____ (Principal to initial) Custodial Arrangements _____

Principal Signature _____ Date _____

A cheque payable to the **Cape Breton-Victoria Regional Centre for Education**
in the agreed upon amount should be forwarded to:
Director of Operational Services
999 Gabarus Highway, Prime Brook, Nova Scotia, B1L 1E5

Note: Permit is not approved until fee has been received.

APPROVAL OF CENTRE FOR EDUCATION

Application Approved _____ Denied _____

_____

For: Director of Operational Services

Date: _____

Forward to Operational Services for approval
Approved copy will be sent to school and applicant

REV: April 2018

Cape Breton-Victoria
Regional Centre for Education

USE OF SCHOOL FACILITIES
WAIVER FORM

Applicant _____ Date _____

Name of Organization _____

School Being Used _____

☐ I have read and understood Cape Breton-Victoria Regional Centre for Education Policy OST 422, Community Access to Schools (Non School Use), and will comply with the conditions of the Policy.

☐ I understand in using a school under this policy, the Centre will not be responsible for any loss of personal or organizational property, nor for injuries to any person.

_____
Signature

_____
Date

FIRE SAFETY PLAN

2.7 AFTER HOURS USE OF *FACILITY*

2.7 After Hours Use of Facility

2.7.1 Introduction

This school *fire safety plan* is to be administered and implemented by the *Principal.* This section has been designed specifically for after hours use. All after hours activities shall have a person who will be designated in charge of fire safety. This person will be familiar with the fire safety requirements for the *facility.* This person will coordinate with the *facility* administrator or *Principal* to ensure that they are fully aware of the fire safety requirements for the *facility.*

It is intended that all staff members will be given training in the various aspects of fire safety. After hours use and sleepover forms are to be completed and issued.

If there is anything you are unsure of, do not hesitate to contact your supervisor or the *Principal.*

2.7.2 Fire Emergency Procedures

Knowing what to do in case of a fire or a fire alarm is extremely important in order that every fire emergency is dealt with safely and efficiently. These fire emergency procedures have been developed specifically for after hours use.

Discovery of Smoke, Fire or Upon Hearing an Alarm

Implement the R.A.C.E. principle:

R – Remove persons in immediate danger
- Remain calm and be alert for signs of fire.

A – Activate the fire alarm system using the nearest pull station
- Designated person contacts 911 or 9-911

C – Contain smoke and fire
- Staff are to carry out their specific assigned duties as per the fire emergency plan.
- Close all doors behind you.

E – Evacuate the building using the nearest exit
- Conduct a sweep of your area including corridors and washrooms to confirm occupants have evacuated.
- Evacuate to the exterior designated meeting area.
- Conduct a roll call.
- Do not leave the meeting point until instructed to do so.

Note: **Occupants are to evacuate the building immediately, regardless of weather conditions,** unless an exemption has been provided by the Office of the Fire Marshal. **Persons are not permitted to retrieve coats or personal belongings,** unless authorized under the direction of the fire department. Following evacuation refer to the School's Emergency Response Plan.

Be prepared to advise the fire department of any related information regarding the fire.

2.7.3 Fire Safety in School *Facilities*

It is important that all *School Board* and *facility* staff are aware of the fire hazards in their work area and develop appropriate habits for good fire safety. These include but are not limited to:

1. Ensure safe storage and use of combustibles or flammable materials, liquids or gasses.
2. Ensure all exit routes are clear and free of obstructions.
3. Smoking on *School Board* premises is not permitted.
4. Be alert for signs of fire.
5. Ensure doors are not obstructed, wedged open or blocked to prevent the intended operation of the door.
6. Ensure appropriate use of electrical appliances/equipment
7. Be familiar with the use and location of evacuation plans and evacuation routes, pull stations, fire extinguishers, and fire blankets.
8. Ensure that combustible/decorative materials on any individual wall conforms to the 20% rule (ref. Section 4.2.1).
9. Report all fires.

For additional information, refer to Section 4.0 Operational Requirements in this document.

2.7.4 Fire Extinguisher Usage

The *School Board* shall provide clarification to after hours use staff on the use of portable fire extinguishers. The *Principal* is responsible to ensure that after hours use staff are aware of the *School Board's* directive.

COMMUNITY ACCESS TO SCHOOLS (NON-SCHOOL USE)

OPERATIONAL SERVICES 400
Community Access to Schools (Non-School Use) OST 422
Revised Draft Adopted: September 28, 2015
Appendix B 'Fee Structure' Amended November 30, 2015

Scope

This policy governs Cape Breton-Victoria Regional School Board's community access to school facilities, utilizing space typically used by the school board to provide programs and services to students.

Purpose

To provide a framework for community use of the Board's school facilities.

Policy Statement

It is the policy of the Cape Breton-Victoria Regional School Board to allow community use of school facilities in accordance with the terms and conditions contained herein.

Authorization

This policy has been authorized by the Board under motion's number 2015-09-24.

Responsibility

It is the responsibility of the Director of Operations to ensure that this policy and administrative procedures are implemented.

Implementation

The Director of Operational Services or designate will implement the policy and administrative procedures.

Definitions

For the purpose of this policy, the following definitions apply:

1.1 Agreements

"Facility Use Agreement" means an agreement with a municipality or other representative of community groups to provide services or to assume responsibilities in exchange for access to facilities on a day- to-day basis as agreed.

"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 in law for all Joint Use Agreements.

"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 group members to a school facility and equipment during either in-school or non-school hours.

"Rental Agreement" means an agreement allowing a user to use a facility on a specific date and time which sets out the user groups responsibilities and which waives liability in a form which school boards may devise and which contains, at a minimum, the information shown in Appendix "A".

"Hub Agreement" means an agreement allowing a proponent to use public school space and made in accordance with ministerial guidelines for a Hub school model.

1.2 Costs/Fees

"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 services costs or direct costs for consumables/supplies used).

"Free of charge" means services that are provided from within the existing school schedule or infrastructure, that is, without a need for additional services, supervision or provision of consumables.

"Operating costs" means a cost to a school board of 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.

"User fee" means a fee a school board charges a user, other than students , youth, or seniors, that contributes to, or offsets, operational costs of a school board.

"Commercial user fee" is a user fee charged to a for-profit user that reflects prevailing commercial/institutional rates in the geographic area.

1.3 Users:

"Commercial" or "for profit" means any user, activity or undertaking whose purpose is to generate revenue for other than educational or community purposes.
"Non-profit" means activities or users for which profit is not the primary purpose, and for greater clarity, is limited to activities conducted for the purpose of raising funds for educational or community purposes.

"Organization" means any group which has a defined organizational structure, responsible oversight, and a defined purpose.

"Private Use" means use for an event or activity under the supervision of an adult or a group of adults.

"School use" means any use of a building or grounds by students of the school with the express approval of the school principal and under the supervision of school staff or other responsible person approved by the principal for the purpose of (a) delivering the academic program, (b) for extra-curricular activities related to the school program, (c) for special purposes which benefit and/or are available to all students in the school.

"Student" means any person who attends public school in Nova Scotia.

"Youth" means any person up to the age of 21, other than a student.

"Senior" means any person age 55 and older.

Procedures

1.1 Permits are required for rental agreements as defined in Definitions 1.1 See sample permit "A" (Application Procedure) and instructions therein.

1.2 Priority:

The Cape Breton-Victoria Regional School Board will have priority rights for use of school properties, playgrounds and facilities without time restriction.

During July and August the maintenance of schools shall take precedence over all other activities.

The order of priority use shall be:

1. School use and school programs including curricular, extra-curricular, or any other activities organized by the school to provide programs, or services benefiting students.
2. School Board use – including Adult Education and CAP Sites.
3. Municipal use and Recreational Department use.
4. Community youth and Senior Citizen groups.
5. Other community users.

1.3 Responsibility:

It is the responsibility of the organization using the facility to ensure personal safety by compliance with applicable health and safety regulations. Any group using the property will be responsible and charged for any breakage or damage to the building facilities, equipment or furniture.

Basic to any and all agreements entered into by the School Board with any organization or individual is the requirement that the property, equipment or facility will be ready and in satisfactory condition for the next regular scheduled school activity. Any activity that will require the facility to be unavailable for the next school activity will not be approved.

No students, or other persons, shall use school property without direct supervision of a person or persons having authority or responsibility for the facility as indicated on the application for the use of the facility.

For all youth groups using school property, there shall be a minimum of one adult for every 10 youth present and at no time less than two adults.

User groups must:

- Ensure the proper screening of all staff and volunteers who work with children and youth.
- Ensure participants respect and do not wilfully misuse the facility while on site.
- Ensure facility is tidied or cleaned up after use, according to board policy.

1.4 Cancellation:

- Where any rental is cancelled by the group, fees paid will be reimbursed less any expenses of the board resulting from the rental.

- When school is cancelled (such as due to weather conditions) all access to school facilities are also cancelled. Any fees paid by the group will be reimbursed.

- The Board may cancel any activity with reasonable notice. Any fees paid by the group will be reimbursed.

- The Board, through its representatives, may immediately cancel the use of the facility if the user is found to be in breach of this policy. Any fees paid will be reimbursed less any expenses of the board resulting from the rental.

- On weekends and holidays, during the winter, if the snow is not removed from grounds and walkways, including entrances – the event shall be cancelled.

1.5 Regulations:

All groups using the schools shall be properly organized in that there is a structure, responsible oversight and stated purpose and they must comply with this policy and such other regulations regarding the building and facility which may be, from time to time, laid down by the Cape Breton Victoria Regional School Board.

There is a no smoking policy in the schools and on the grounds.

There is to be no alcoholic beverages served in the schools.

1.6 Liability:

The Board will not be responsible for any loss of personal or organizational property, nor for injuries to any person, when the property is in use under the terms of this policy.

1.7 Equipment:

Rental of school facilities does not imply permission to use equipment not attached to the building. For permission to use such equipment, special approval must be obtained from the school principal. This should be done at the time of the application. Such approval includes use of chairs in an auditorium, gym equipment, sound equipment, etc.

1.8 Duration:

All activities are to end one-half hour before the cleaning staff leave the building, unless other arrangements are made at the time of application.

1.9 Security:

The security of the user, building, contents, and grounds is of paramount importance.

Any group or organization renting school facilities for a dance must provide a minimum of four responsible adults – two of whom must be uniformed security, to be conspicuously on the school premises for the duration of the activity. The cost for this service is to be paid by the group or organization using the school facilities.

1.10 Occupancy Limits

a. The National Building Code of Canada restricts the number of persons allowed to occupy buildings and rooms at any one time. At the time of the application, the Board shall indicate maximum number of participants. The maximum number of persons allowed will be determined by the Operational Services.

b. It is also the responsibility of the user to ensure that all exit doors are kept clear and operational at all times during the occupation of the facility.

1.11 Connection and Operation of Electrical Equipment

a. Certain activities such as dances and concerts may require the use of high capacity lighting and sound equipment. If such an event is planned, the entertainment or performing group must contact the Operational Services prior to applying for use of the school to determine the type of electrical services required. This information must be stated on a separate attachment to the application form and should include phase, voltage and amperage.

b. It is the user group's responsibility to ensure that all sound, lighting and other electrical equipment brought into the school meets current safety standards with respect to construction, installation, maintenance and the operation thereof.

c. Connections to the building electrical system shall only be made through existing approved receptacles and matching connector plugs. If available power is inadequate to meet requirements, arrangements for temporary service must be made through the Operational Services upon application (at least 21 days prior to the event). Any costs associated with this are to be covered by the user group.

d. No access to the interior of electrical panels whatsoever is permitted by other than School Board electricians. Evidence of such unauthorized access will result in immediate cancellation of the event.

e. Any costs to repair damage caused to the building or electrical systems shall be charged to the user group.

1.12 Fire Alarms

The sounding of a fire alarm during any occupancy of the building requires the immediate and orderly evacuation of the building. It is not to be re-entered until the all clear message is conveyed by the appropriate authority. The user accepts responsibility for a false alarm while they are in the building.

1.13 Use of Gymnasium

a. Footwear

All persons walking on or participating in sports on gymnasium floors shall wear clean athletic shoes designed for that purpose, having soft, non-marking soles. No street shoes, boots or athletic shoes worn outside shall be allowed at any time on an uncovered floor (i.e., no tarps).

Footwear causing black marks on the floor is definitely not permitted.

b. Equipment

All equipment used in the gymnasium shall be of a type specifically approved for this purpose.

c. Food and Beverage

Absolutely no food or beverages are allowed in gymnasium except with special occasion permit (except for water).

d. Conduct

Body contact sports, rough play and profane language are prohibited.

e. Cleanup

Gymnasium, locker rooms, washrooms and any other areas used shall be left in a clean and tidy condition after use.

1.14 Fees

Fees for the use are to be paid in full one week prior to the date of the event. The fees for use of facilities are as per Appendix B.

(See tables C1 & C2)

Proceeds from fees collected (less actual expenditures) will be split between Operational Services and the school on a 50/50 basis.

The fees for use of school board facilities consists of two components:

1) A rental fee as per Table C1 or C2 as applicable.
   This fee will be distributed as follows:
   10% to Operational Services to cover consumables;
   40% distributed to all schools on a per student basis;
   50% distributed to the school where the rental takes place.

2) A custodial fee for all hours of use beyond the regularly scheduled hours of the custodial staff. The cost of these hours will be in accordance with the Collective Agreement covering the employees plus 20% to cover additional payroll expenses such as employee benefits, UIC and CPP. The number of hours necessary will be agreed between the user and the building custodial staff prior to completion of the application.

Dispute Resolution

In the event of a dispute regarding the administration of the policy which could involve the procedures governing the use of the facilities, fees charged, etc., the matter will be referred to the Board's Senior Staff for a resolve.

Associated Forms

Facility Use Application and Agreement

Policy Review

This policy will be reviewed by the Director of Operational Services within three years.

Distribution

Board Members, all Manual Holders, Community Users

APPENDIX "A"

APPLICATION PROCEDURE

A1. Permits

Permits for use of schools are issued upon application and are required for all non-school use of facilities

A2. A. No one is permitted to use a school facility, as required by this policy, until approval has been received.

b. Application forms are available at all schools, at the School Board's Central Office, and at the Operational Services Office.

c. Section 1, indicated as "Applicant Information" shall be filled in by the applicant.

d. Forms should be completed by applicant at least one month in advance of date(s) required. For regular (i.e. weekly) uses throughout the year, the applications should be completed as early in the school year as possible. The application must be renewed each school year.

The applicant should be aware of the notes on the application form, particularly as they apply to cancellation and final approval.

Unless special permission is obtained, no activity will go later than one half hour prior to the departure of school cleaning staff.

e. The completed application along with any application fees are to be forwarded to the Principal of the school. The Principal will approve or deny the application depending upon available time slots and proposed use. No application will be approved until required fees are paid in full. Certain restrictions may be applicable. Priority will be in accordance with this policy.

The Principal (or his/her delegate) will keep a log of approved time slots for various activities.

f. The completed application form, along with the fees, will then be forwarded to the Director of Operations. If approved by the Principal, the Director or his designate, will review to ensure that satisfactory arrangements have been made for security, opening/closing, and cleanup. In addition, rental fees paid will be reviewed to assure consistency in application of the policy (as applicable) in accordance with policy.

The Director of Operations or his delegates will distribute copies of the approved application.

g. Upon written notification, the applicant is permitted to use the facility.

h. Users will be billed should a call-out be made as a result of the security system. Frequent breaches of security will result in cancellation of the application. The call out rate is as per the CUPE Collective Agreement.

A3. Custodians and Cleaning Arrangements

All groups using school facilities, unless alternate arrangements are made and approved, are to make mutually satisfactory arrangements with the school cleaning staff regarding opening and closing, security and cleanup of the facility. Cleanup must be done to the satisfaction of the school cleaning staff and the school principal. Failure to do this will result in back charging for such cost and possible termination of future use of the facility.

APPENDIX B

FEE STRUCTURE

1. Fee Structure

a. The following fee structure applies to all school rentals as indicated. A cheque for all deposit and fee monies is to be made payable to the Cape Breton - Victoria Regional School Board and attached to the application prior to sending to the Operational Services Office for final approval.

Table C1 - Fee Structure, Non Profit

Table C2 - Fee Structure, Commercial/ for Profit

b. **Note:** A rental which does not appear to fit any of the above categories shall be decided by the Director of Operations. The Director shall have authority to vary rates as a result of special circumstances.

c. **Damage Deposits**

A damage deposit may be required upon application for rental, to be refunded when premises have been satisfactorily inspected after use. This cheque is to be made payable to the Cape Breton - Victoria Regional School Board. Applicants will be contacted prior to approval of application when a deposit is required.

If the event is for a dance or major concert there shall be a $250 deposit paid with the application, in addition to fees.

The damage deposit cheque will be returned if no damages or additional expenses are incurred. If there are damages or additional expenses, then the deposit cheque will go toward these costs. Any costs above the deposit shall be the responsibility of the user.

1. Free Use of Facilities

The following groups and organizations may qualify for use of school facilities without rental fee.
This applies to item 1 of the fee structure. Any requirements for custodial staff (item 2 of the fee structures) are the responsibility of the user:

10. Student co-curricular and extra-curricular activities.

10. Staff meetings and activities.

10. Concerts or festivals sponsored by the school.

4. School Board and related meetings.

5. Regular meetings of School Advisory Councils, Home and School Associations and Parent/Teacher groups.

6. Continuing Education or other programs sponsored by the Department of Education & Early Childhood Development.

7. Municipal Governments of the Board area, provided that there use is for municipal purposes and not for fund raising.

8. Regular meetings, training and recreation activities of groups with students members only and with non-profit sponsorship such as Cadets, Scouts, Guides, etc. Under some circumstances, the sponsoring organization may be asked to demonstrate its non-profit status.

9. Rate payers meetings.

10. Regular meetings of service clubs and community associations in rural areas if other facilities are not available.

11. Union meetings of employees who have negotiated contracts with the Board.

12. Religion education classes.

13. Senior Citizen Groups.

14. Programs sponsored by other Government of Nova Scotia Departments.

15. Other groups or circumstances which do not fall within any other category will be dealt with on an individual basis by the Director of Operations

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Table C 1 – Rental Fee Structure, Non-Profit Organizations

Space	Evening Use	Weekend (1/2 day)	Weekend (Full Day)	Daily for Recreational Use
Classroom	$15.00	$15.00	$30.00	
Classroom Per Week	$60.00			
Home Ec. Room/Music Rm.	$40.00	$40.00	$80.00	
Multi-purpose Rm. (under 2000 sq. ft.)	$50.00	$50.00	$100.00	
Multi-purpose Rm. (over 2000 sq. ft.)	$100.00	$100.00	$200.00	$30.00
Theatre	$75.00	$75.00	$150.00	
Library	$50.00	$50.00	$100.00	
Cafeteria	$75.00	$75.00	$150.00	
Gym (small)	$50.00	$50.00	$100.00	$30.00
Gym (large)	$100.00	$100.00	$200.00	$30.00

Note: A rental which does not appear to fit any of the above categories shall be indicated as such. The category will then be decided by the Operational Services. Organizations will be required to verify their non- profit status.

Table C 2 – Rental Fee Structure for Profit Organizations

Space	Evening Use	Weekend (1/2 day)	Weekend (Full Day)	Daily for Recreational Use
Classroom	$30.00	$30.00	$60.00	
Classroom Per Wk.	$150.00			
Home Ec. Room/Music Room	$160.00	$160.00	$320.00	
Multi-purpose Room – under 2000 sq. ft.	$100.00	$100.00	$200.00	
Multi-purpose Room – over 2000 sq. ft.	$200.00	$200.00	$400.00	$60.00
Theatre	$150.00	$150.00	$300.00	
Library	$100.00	$100.00	$200.00	
Cafeteria	$150.00	$150.00	$300.00	
Gym (small)	$100.00	$100.00	$200.00	$60.00
Gym (large)	$200.00	$200.00	$400.00	$75.00

Note: A rental which does not appear to fit any of the above categories shall be indicated as such. The category will then be decided by the Director of Operational Services.