

**THE WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD**

**SECTION: Facilities Development**

**SUBSECTION: Facilities Management**

**POLICY: Community Use of Schools**

**CODE: P.FD.E.5**

The Wellington Catholic District School Board acknowledges that the school is an integral part of the community and as such it adds to the spiritual, educational, recreational, and social development of all who share it.

In considering requests for Community Use of Board-owned facilities, school and Board activities shall take precedence over all other activities. The Board shall not compete with private or municipally owned facilities where such are readily and reasonably available. The onus shall be on the applicant to show that alternate private or municipal facilities are not readily and reasonably available.

The Board wants its facilities used in the best interests of the community, when they are not required for school use, but such use must not result in any additional costs to the Wellington Catholic District School Board.

Requests for use of school facilities are made to the Principal of a school site and, when approved by the Principal, forwarded to the Physical Plant Department for final approval and processing. The Principal is responsible for monitoring the community use of the school facility.

## THE WELLINGTON CATHOLIC DISTRICT SCHOOL BOARD

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**REGULATIONS: Community Use of Schools**

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### 1. FACILITY USE CATEGORIES

#### Category I

- a) Activities or programmes sponsored by organizations, groups or individuals, within the school system that are an extension of the school programme including Board sponsored activities.
- b) Activities or programmes sponsored by recreation committees, community colleges or universities for educational purposes for the benefit of The Wellington Catholic District School Board.
- c) Activities sponsored by the Wellington Catholic District School Board (e.g. International Languages)
- d) Activities organized by a parish group and/or CPTA and/or School Council that involved the participation of children of the school and/or parish.

#### Category II

- a) Activities involving a Parish which has a Facility Use Agreement in place with the Wellington Catholic District School Board (current agreements exist at St. John Catholic, St. Joseph Catholic and Sacred Heart Catholic Schools in Guelph St. Mary Catholic School, Mount Forest, Sacred Heart Catholic School, Kenilworth will be considered as a Parish Use Agreement for the purposes of this policy.) A parish activity shall be defined as any activity sponsored by the pastor and/or parish council and/or any activity sponsored by a recognized parish association with the approval of the pastor and/or parish council and operated for the benefit of the parish.
- b) Activities involving other bodies which have Reciprocal Use of Facility Agreements in place. (e.g., Municipal Recreation and Parks Departments).

#### Category III

- a) Activities or programmes sponsored by registered charitable and non-profit organizations and Parish sponsored activities when Facility Use Agreements do not exist. To receive placement in this category organizations must present proof of their registered status as provided by the Federal or Provincial governments at the time the Request Form is completed.
- b) Activities or programmes sponsored by recreation committees, community colleges or universities for educational purposes for the benefit of the general public.
- c) Activities provided by community organizations for students under the age of 16 where the instructor receives no compensation for his/her duties
- d) Activities sponsored by Municipal recreation committees of a non-educational nature. (e.g., general interest courses, athletic programmes.)

#### Category IV

- a) Activities or programmes sponsored by non-registered, non-profit organizations within Wellington County.
- b) Activities or programmes sponsored by community organizations where an admission fee or membership fee is imposed on the participants.
- c) Athletic activities provided for community members over the age of 16 years.
- d) Political groups representing registered parties in Canada and/or municipal groups represented by elected officials. Please note that general “meet the candidate nights” will be exempt from this classification and will be placed in Category III. There will be no charge for the “Meet the Trustees Nights”.
- e) Activities (e.g. meetings or workshops) or programmes (e.g. athletic activities) of a private nature sponsored by community residents or commercial enterprises for non-profit purposes.

#### Category V

- a) Activities or programmes sponsored by commercial enterprises for corporate gain.
- b) Activities or programmes sponsored by private individuals for private gain.
- c) Wedding receptions, parties, dances, anniversaries, plays, concerts, family reunions, private social functions, charitable fund-raising activities (e.g. Dances). Caretaking is a requirement.
- d) Any individual, organization, or commercial enterprise from outside Wellington County.

#### Category VI

- a) Athletic activities or athletic programs sponsored by private individuals for private gain, and using school gymnasiums rented on an hourly basis.
- b) Athletic activities or athletic programs sponsored by commercial enterprises for corporate gain, and using school gymnasiums rented on an hourly basis.

## 2. PROCEDURES FOR APPLYING

2.1 Applicants must complete a “Request for Use of Facilities” form and submit it to the office of the school principal where the request is being made. The principal shall approve or reject the application and forward same to the Physical Plant Department along with all rental fees (only non-post dated cheques are acceptable) for final approval of Facility Use. The exception to this is activities identified in Category 1(a). In these cases the principal may give final approval, however, Physical Plant must be advised if these activities will impact on normal building operation, security, caretaking or maintenance procedures.

Where Agreements with a Parish exist (i.e. St. John Catholic, St. Joseph Catholic and Sacred Heart Catholic Schools, Guelph, St. Mary Catholic School, Mount Forest and Sacred Heart Catholic School, Kenilworth) the principal shall ensure that if the request is from an organization other than the Parish that this use will not interfere with Parish sponsored activities.

Requests from Parishes with Facility Use Agreements will be dealt with in the same manner as all other requests. The terms of such agreements shall however take precedence over these Regulations.

2.2 Completed applications along with all rental fees signed by the principal must be forwarded to the Physical Plant Department for processing and payment of fees. No request for use will be approved unless a complete application along with fee payment is received in the Physical Plant Department a minimum of seven days prior to the requested day of use.

- 2.3 Facility Users will be required to adhere to all rules and regulations regarding Community Use of Schools. Failure to do so could result in cancellation of the Contract.
- 2.4 In the event that a request for facility use is received from an organization that does not appear to fit any of the six established categories, the Administrative Council will have the authority to determine the appropriate Category.

### 3. CONDITIONS OF USE

#### Responsibility of Applicant

- 3.1 The Board will not be responsible for personal injury or damage, or for the loss or theft of clothing and equipment, of anyone attending on the invitation of the applicant, and this disclaimer also applies to the use of parking lots. The user agrees to indemnify and save harmless the Board from any action or claim being brought against it as a result of the use of the school facilities by the user. Applicants are advised that they must provide proof of proper liability insurance as they will not be covered under the Board's policy. (This includes those limited circumstances when alcoholic beverages are served).
- 3.2 Any damage to the grounds, shrubbery, building and/or its equipment must be repaired or replaced at the user's expense. Facilities used by the applicant will be examined by the principal after use and the applicant agrees to make good promptly any loss or damage.
- 3.3 The applicant shall be responsible for the conduct and supervision of all persons admitted to the school buildings and grounds on the invitation of the applicant and must agree to abide by all regulations of the Board. The applicant is held responsible for the preservation of order. Unseemly conduct may result in immediate cancellation of a contract and may result in rejection of future requests.
- 3.4 It shall be the responsibility of the applicant to ensure that all persons admitted to the function have vacated the school buildings and grounds promptly by the time specified on the contract.
- 3.5 The school principal in conjunction with the Manager of Physical Plant, is authorized to rule on the necessity of supervision during public use of a school facility. If a Board appointed supervisor is deemed necessary, the fee incurred shall be charged to the user group. When no Board appointed supervisor is deemed necessary, as outlined in *Inventory of Schools and Permitted Uses* the school principal may make arrangements with the applicant for the pick-up and return of school keys.
- 3.6 Classroom furniture, gym equipment and stage equipment, i.e. lighting, drapery, etc., which has been re-arranged by the applicant, must be returned to its original position prior to vacating the premises.
- 3.7 In the event of the discovery of an unauthorized person(s) on school property the supervisor of the event shall introduce himself/herself, offer assistance and if such person(s) should not be on the property, shall request such person(s) to leave the premises. If an unauthorized person(s) becomes abusive and/or refuses to leave the premises when asked to leave, the local police should be called to assist.

Restrictions and Limitations

- 3.8 Use of facilities during Christmas week, Winter Break, statutory holidays and inclement weather when schools are closed will not be permitted to groups in Category III to VI. The Manager of Physical Plant may, at his discretion, permit such use after consultation with the applicant and school principal.
- 3.9 Use of facilities, excluding grounds, during July and August is not permitted. The Manager of Physical Plant may, at his discretion permit such use after consultation with the applicant and school principal.
- 3.10 FACILITIES ARE NOT TO BE USED PAST 10:30 P.M. AND THE BUILDING MUST BE VACATED BY 10:45 P.M. The exception to this is activities where the sale/consumption of alcohol is approved at specific schools as defined in Article #3.17. The Manager of Physical Plant may, at his discretion, permit such use for other functions after consultation with the applicant and school principal.
- 3.11 Exits must be kept free from all obstructions.
- 3.12 If a school gymnasium is used by agreement for a sports athletic event, the user must agree and ensure that everyone using the gym shall wear appropriate footwear. ABSOLUTELY NO STREET WEAR IS ACCEPTABLE.
- 3.13 The use of gym equipment is totally at the discretion of the school principal.
- 3.14 The number attending an activity in a school facility must not exceed the maximum occupancy for the space.
- 3.15 Smoking is not permitted on Wellington Catholic District School Board owned or rented property.
- 3.16 Distribution of refreshments of any kind will be at the discretion of the school principal and only when so indicated on the contract document.
- 3.17 There shall be no alcoholic beverages distributed or consumed at any school or on the grounds of any school unless that facility has been approved for such use within these Regulations. The sale and distribution of alcoholic beverages will only be permitted if an applicable Parish Use Agreement is in place and the appropriate Parish Committee is prepared to take complete responsibility including obtaining a LCBO permit, purchasing appropriate party alcohol insurance and providing bartenders and hall supervisors who will assume supervisory responsibilities normally undertaken by the facility owner.  
  
School facilities which are approved for the sale and distribution of alcoholic beverages for Parish sponsored activities only include Sacred Heart Catholic School, Guelph and St. John Catholic School, Guelph.  
  
School facilities which are approved for the sale and distribution of alcoholic beverages for Parish sponsored activities as well as privately sponsored activities where the parish is prepared to provide bartenders and hall supervisors include St. Mary Catholic School, Mount Forest.
- 3.18 No utterance, portrayal of an obscene or disloyal nature will be permitted on Board Property.

- 3.19 No display advertising will be permitted on Board property other than applications made in Categories I and II.
- 3.20 If the school's security system is activated in any way as a result of use of the school by the applicant's organization, resulting in a cost to the Board the applicant will be required to pay a charge prior to future use of the facility.
- 3.21 The rental of a school facility will be for a maximum period of one school year only. Facilities must be re-booked by the applicant if further use is requested.

#### Cancellation of a Contract

- 3.22 If after approval, the applicant desires to cancel the event, this may be done without cost, providing that at least 48 hours is given prior to the date of the event and that the cancellation be in written form. When activities must be cancelled due to inclement weather or other emergency situations the applicant shall notify the school and the Physical Plant Department by telephone immediately and all related charges for that date shall be cancelled. Cancellations not meeting these requirements, or revocations, or cancelled after the date of the event, shall be subject to a forfeit of 100% of all fees.
  - 3.23 If a continuous use contract is cancelled by either the applicant, or Board Personnel and the above cancellation clause does not apply, any unused portion of the user's fee will be refunded to the applicant less the Administration Fee which is non-refundable.
  - 3.24 The Board reserves the right to revoke a contract at any time.
4. INVENTORY OF SCHOOLS AND PERMITTED USES
- 4.1 An *Inventory of Schools and Permitted Uses* will be prepared by the Physical Plant department and made available to schools.
  - 4.2 For each site, the *Inventory of Schools and Permitted Uses* will detail: facilities available, permitted categories, and conditions of use.
  - 4.3 The *Inventory of Schools and Permitted Uses*, may be amended by Physical Plant Department as operating conditions, etc., dictate.

#### 5. FEE SCHEDULE

##### General

- 5.1 The Administrative Council may exercise discretionary powers acting on behalf of the Board and disburse rental rates from an identified account.
- 5.2 Each year the established fee schedule will be adjusted to reflect the annual rate of inflation and other such costs (eg. heating) as appropriate.
- 5.3 Non-residents of Wellington County may use the facilities but will be placed in Category V.

##### Administration Charge

- 5.4 An administration charge will be applied against each contract.
- 5.5 Any changes to the approved contract will result in an additional administration

- 5.6 Administrative charges are non-refundable.
- 5.7 The actual amount of the administration charge is available from the school and
- 5.8 The appropriate administrative charge is the one established for the academic year when the facility is being requested, not necessarily the charge in place when the application is made.

Fee Schedule With Rental Rates

- 5.9 The Fee Schedule showing rental rates is available from the school and determined annually by the Physical Plant Department.
- 5.10 The appropriate fee is the one established for the academic year when the facility

Key Deposit

- 5.11 Where the principal deems the applicant needs a key, a key deposit will be paid at
- 5.12 The amount for the key deposit is available from the school and determined annually by the Board's Physical Plant Department.
- 5.13 The appropriate key deposit is the one established for the academic year when

Equipment Use And Caretaking Services

- 5.14 Charges for equipment use and caretaking services, if required, will be imposed on all categories, including Category #1 a), b), c), and d) regardless of rental fee.
- 5.15 Caretaking services will be charged at the prevailing rate according to the union agreement, if such services are required.

Damage Deposits

- 5.16 Damage deposits will be required for specific activities.

5.0 PERMITTED USES FOR GROUNDS RELATED ACTIVITIES

BALL DIAMONDS - SOCCER FIELDS - TRACK & FIELD

SCHOOL	SOFTBALL	BASEBALL	SOCCER	TRACK & FIELD	BOOKED BY
St. James High		✓	✓	✓	Recreation & Parks
Our Lady of Lourdes			✓	✓	Recreation & Parks
Holy Rosary	✓				School/Physical Plant Dept.
Sacred Heart	✓				School/Physical Plant Dept.
St. Bernadette	✓				Recreation & Parks
St John Guelph	✓				Recreation & Parks
St. Joseph	✓				School/Physical Plant Dept.
St. Patrick	✓				School/Physical Plant Dept.
St. Paul	✓				School/Physical Plant Dept.
St. Stanislaus					
St. Joseph Fergus	✓		✓		School/Physical Plant Dept.
St. Mary Elora	✓		✓		Village of Elora
St. John Arthur	✓				Arthur Minor Ball Association
			✓		School/Physical Plant Dept.
Sacred Heart Kenilworth	✓		✓		School/Physical Plant Dept.
St. Mary Mount Forest	✓				School/Physical Plant Dept.
St. Francis	✓		✓		School/Physical Plant Dept.
St. Rene-Goupil	✓				School/Physical Plant Dept.
			✓		Recreation & Parks
Mary Phelan	✓				School/Physical Plant Dept.
St. Peter	✓		✓		School/Physical Plant Dept.
St. John Brebeuf Erin	✓		✓		School/Physical Plant Dept.
St. Michael	✓				School/Physical Plant Dept.
			✓		Recreation & Parks



## Request for Use of Facilities

School Requested: \_\_\_\_\_ Activity: \_\_\_\_\_

Areas(s) Requested: \_\_\_\_\_ Category: \_\_\_\_\_

Date: \_\_\_\_\_ to \_\_\_\_\_ Number of Weeks: \_\_\_\_\_

Time: \_\_\_\_\_ to \_\_\_\_\_ Total Hours Per Week: \_\_\_\_\_ Total Hours \_\_\_\_\_

Days of Week:    Sat        Sun        Mon        Tues        Wed        Thurs        Fri

Name of Organization: \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone: \_\_\_\_\_

Special Restrictions (i.e.) Maximum Occupancy

### REGULATIONS

**Responsibility of Applicant**

1. The Board will not be responsible for personal injury or damage, or for the loss or theft of clothing and equipment, of anyone attending on the invitation of the applicant, and this disclaimer also applies to the use of parking lots. The user agrees to indemnify and save harmless the Board from any action or claim being brought against it as a result of the use of the school facilities by the user. Applicants are advised that they should have proper liability insurance as they will not be covered under the Board's policy. (This includes the purchase of Party Alcohol Insurance for those limited circumstances when alcoholic beverages are served.)
2. Any damage to the grounds, shrubbery, building and/or its equipment must be repaired or replaced at the user's expense. Facilities used by the applicant will be examined by the principal after use and the applicant agrees to make good promptly any loss or damage.
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4. It shall be the responsibility of the applicant to ensure that all persons admitted to the function have vacated the school buildings and grounds promptly by the time specified on the contract.
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9. **SCHOOL FACILITIES ARE NOT TO BE USED PAST 10:30 P.M. AND THE BUILDING MUST BE VACATED BY 10:45 P.M.** The exception to this is activities where the sale/consumption of alcohol is approved at specific schools as defined in Article #3.17.
10. If a school gymnasium is used by agreement for a sports athletic event, the user must agree and ensure that everyone using the gym shall wear appropriate footwear. Absolutely no street wear is acceptable.
11. The use of gym equipment is totally at the discretion of the school principal. The number attending an activity in a school facility must not exceed the maximum occupancy for the space. Exits must be kept free from all obstructions.
12. **SMOKING IS RESTRICTED ACCORDING TO BOARD POLICY.**
13. There shall be no alcoholic beverages distributed or consumed at any school or on the grounds of any school unless that facility has been approved for such use within these Regulations. **REFER TO POLICY R.FD.E.5 ITEM #3.17.**
14. Use of facilities excluding grounds, during July and August is **not permitted**. The Manager of Physical Plant may, at his discretion permit such use after consultation with the applicant and school principal.
15. No display advertising will be permitted on Board property other than applications made in Categories I and II.
16. If the school's security system is activated in any way as a result of use of the school by the applicant's organization, resulting in a cost to the Board the applicant will be required to pay a charge prior to future use of the facility.
17. The rental of a school facility will be for the current school year only. Facilities must be re-booked by the applicant if further use is requested.

