



Policy Manual – Buildings/Plant/ Grounds

B.R.01 - Community Use of School Facilities – PROCEDURES

1. GENERAL CONDITIONS OF USE

1.1 The permit holder shall ensure adequate adult supervision is arranged for the entire duration of permitted use of space at Hamilton-Wentworth Catholic District School Board facilities. An adult is a responsible person who is 18 years of age or older. As use of space is a privilege, these supervisor(s) shall cooperate fully with school administration or the custodian on duty.

1.2 When groups are renting multiple spaces in a facility, there must be a supervisor in charge of each area outlined on the approved permit (i.e. when multiple classrooms are used, there must be a supervisor for each classroom).

1.3 It is the responsibility of the permitted user to ensure that their participants remain within the designated rental area(s), that damage to the building and grounds is not permitted, and that all group participants leave the school on or before the ending time of the rental permit. Youth group members must not enter the facility before the adult supervisor arrives.

1.4 For the safety and security of the participants and patrons, the caretaker will open the doors 15 minutes prior to the permitted time and lock the doors 15 minutes after. Any entry after that time to allow parents coming and going, must be facilitated by a responsible organizational designate or the site supervisor. Caretakers have other duties to attend to and are not responsible for this purpose. Custodial staff is on duty for the care and protection of school property and not as supervisors of an activity in progress.

1.5 Proper footwear (e.g. running shoes on gym floors) and equipment must be used by the active participants of the permit group to prevent marks and damage to gym flooring/ stages.

1.6 No parking is permitted on lawns or asphalt play areas. Parking must be restricted to the facility parking lots.

1.7 Organizations whose policies or activities are inconsistent with the Church, Canada or the mission/vision of the Board shall not be granted use of any property of the Board.

1.8 Private group uses such as wedding receptions, anniversary celebrations, Pageant Shows, birthday parties, Live Animal Shows, Estate auctions and similar private gatherings shall not be permitted.

1.9 No advertising will be permitted on School Board property. Any advertising for the Community Use of School activities applied for, which identify the school as the location, shall be consistent with the HWCDSB Policy A14 Board Advertising Expenses and carry the disclaimer “Program not supported or endorsed by the Hamilton Wentworth Catholic District School Board” Circulars or pamphlets for distribution in schools to students or families must also be consistent with policy A14 unless permission is otherwise obtained (from the respective Superintendent). The Community Use of School’s Supervisor will facilitate this.

1.10 No school storage space is granted to outside organizations except with the permission of the Principal of the school concerned. Hamilton Wentworth Catholic District School Board is not responsible for any lost/stolen/damaged items stored as part of that school level arrangement.

1.11 Restricted spaces NOT available for rent include: chapels, administrative offices, staff rooms, technological education areas (auto shop, woodworking shop), kitchen facilities, libraries, science labs, computer labs, equipment areas and weight rooms.

1.12 There shall be no fireworks, pyrotechnics or inflatable devices on school grounds.

1.13 Ontario Ministry of Health and Long-Term Care requires that persons preparing and handling foods hold a valid food handlers’ certificate. All food transported into schools must be transferred and served in a manner which meets current provincial and municipal Public Health standards for food preparation and handling.

1.14 Equipment that may accompany a permit are: tables and chairs, volleyball standards, score clocks, basketball nets. The use of any school equipment beyond equipment listed is solely at the discretion of the school principal and the Hamilton Wentworth Catholic District School Board is not responsible for any lost/stolen/damaged items stored as part of that agreement.

1.15 The Community Use of Schools office will monitor and record after hours user complaints received and take appropriate action.

1.16 The Board shall hold the permit holder (person, group, authority) responsible and accountable for the safe use of the facility and all losses and damages arising from use of the facility. Damages or losses attributed to the permit holder shall be reimbursed by the permit holder to the Board.

1.17 The Board reserves the right to levy additional charges for any cost incurred for clean-up/vandalism/loss to bring the school to the cleanliness level acceptable to the principal [Education Act, S.265 (j)]. Those charges will be charged to the permit holder.

1.18 With the exception of the school or parish, the sale and consumption of alcoholic beverages is prohibited. Schools and Parishes must obtain any applicable licenses (Special Occasion Permit and Smart serve), and submit to the Community Use of Schools Coordinator.

1.19 Any activity which could result in damage to school facilities is prohibited.

1.20 Any use which interferes with the normal day-to-day operations of the schools shall not be

allowed.

1.21 Use of grass fields is not permitted, however artificial turf field rentals at our secondary schools can be arranged by contacting the Board's third-party provider, Nustadia Recreation Inc. at: www.bookyourfield.com.

1.22 Smoking is not permitted in Board facilities or on Board property. The permit holder shall be responsible for enforcing this regulation. [The Board does acknowledge, that some traditional Aboriginal cultural ceremonies involve the use of ceremonial tobacco, and will permit this use as an exception.]

1.23 All tobacco and cannabis product, as well as electronic cigarettes devices, consumption of alcoholic beverages, drugs and the possession or use of weapons are strictly prohibited at all times in Board buildings and on Board property.

1.24 Violations of the Community Use Procedures, or misconduct by Community Users and/or permit holders may result in immediate cancellation of the permit. In the event of such cancellation, there shall be no claim or reimbursement on account of any loss, damage or expense incurred by the permit holder.

1.25 Permit holders, who use facilities or grounds, must leave them in suitable condition for the operation of school programs. Please tidy up after yourselves and place water bottles and garbage in appropriate receptacles.

1.26 For up to date inclement weather postings and cancellations, go to the HWCDSB Community Use of Schools website- Announcement section.
<https://www.hwcdsb.ca/support/communityuseofschools/>

As a general rule:

Weekday evening rental bookings are automatically cancelled when schools are closed during the day due to inclement weather.

Weekend booking cancellations are at the discretion of the Director of Education and are done so before 7am. Every effort will be made to co-ordinate snow removal and school opening for weekend events, however in severe instances, opening may be delayed or cancelled. Snow removal is prioritized to locations with approved bookings.

1.27 It is the Board's policy to support rentals on PA Days, however, schools are generally not available for rent during March Break, Christmas Break, Easter observance and statutory holidays. Hours for Community Use are Monday-Friday 6pm-10pm, Saturday 8am-10pm, and Sunday 8am-6pm from September to June. There are no summer evening rentals. Summer permits may be granted between July and mid-August but are subject to staff and availability, as well as the Board summer maintenance and cleaning programs. Any approved summer permits will be subject to cover custodial fees beyond the normal summer custodial shift of 3pm.

1.27 Continuous users shall inform the Community Use of Schools Supervisor of any non-use of the facility through the permit. Un-used bookings must be verified by school officials and

Community Use of Schools Supervisor in order to be refunded. (please refer to 3.12)

1.28 Auditorium rentals are for space only. Where available, technical equipment and crew are arranged for and paid separately at the school level.

1.29 Although the HWCDSB supports groups hosting concession stands, tables must be set up in areas that do not present an obstruction to fire exits. A classroom is to be booked for this purpose. As for selling peanut containing products, we respectfully ask that you are mindful and conscientious about averting any potential reactions and life-threatening allergies.

1.30 No parking is allowed in fire lanes. This is for emergency vehicles only. You may be fined if found parking in this area.

1.31 No animals are allowed in Board buildings with the exception of an approved service animal. Community Use of Schools Supervisor is to be advised prior and provided the appropriate documentation.

2. SAFETY AND SECURITY CONDITIONS OF USE

In order to comply with the Board's Emergency Preparedness Procedures the person(s) supervising the event must be aware of the following:

- location of floor plan of school with Emergency Exits noted thereon
- location of Automated External Defibrillators
- emergency contact # of the contracted security services (905) 522-6680 who will in turn contact the Board's Manager on call in the event of an emergency

2.1 All Community users must have at least one representative attend the Board's yearly in-service. All Community users / permit holders shall read and understand the Fire Safety Plan and communicate content of the plan to persons within their organization using our facilities as well as create their own FSP for the evacuation of persons with disabilities. Emergency fire procedures, including emergency phone numbers will be posted in the hallways and gymnasium.

2.2 Every organization should refer to the Emergency Action Plan (EAP) template posted on the Community Use of Schools website to prepare and assist in developing their own EAP.

2.3 The number attending an activity in a school facility must not exceed the maximum occupancy for safe egress as outlined by the Fire Marshall and access routes must be kept clear for evacuation purposes. Foyers are not to be used for any purpose by rental groups.

2.4 Exits must be kept free from any obstruction. Exterior doors are to be locked at all times and are NOT to be wedged open. If necessary, a monitor is to be stationed at the door to admit latecomers. Fire code infractions are very serious and fines will be assessed to your organization if found in violation.

2.5 In an effort to reduce the risk of life-threatening allergic reactions, Community Users shall avoid bringing into a school facility any product posted in a school as an allergy hazard.

2.6 Permit holders are empowered, and it is a condition of the granting of the permit, to act as the Board's agent regarding trespassers on Board property during the authorized rental period and where the permit holder has reasonable and probable grounds to believe a person is on the premises without permission or is carrying on a prohibited activity on the premises. Where the offending person refuses to leave the premises as directed, the permit holder shall immediately notify a member of the custodial staff who will call for the assistance of a police officer. If the custodial staff member is not available, the permit holder shall notify the police directly.

2.7 Every on-site event supervisor for the renting Organization is expected to carry a form of communication (i.e. cell phone) to facilitate a call to 911 if required.

2.8 ONLY trained Board staff are permitted to set up bleachers. Parents, coaches and spectators must not interfere with, nor partake in bleacher set up.

2.9 The HWCDSB respectfully asks all user groups to bring in their own first aid kit to address on-site minor injuries.

2.10 Minor injuries requiring a doctor's follow up or hospitalization are to be reported to the Community Use of Schools Supervisor who will ask that an incident report be filed.

In the event of a fatality or critical injury please call 911 immediately. In addition, please text (905)741-3474.

For all other injuries please call (905) 525-2930 x 2175 and leave a detailed message.

3. FINANCIAL CONDITIONS OF USE

3.1 The Board recognizes that a schedule of fees /cost recoveries should reflect the varying nature and purpose of the application. Fee schedule is subject to change annually and the Board shall attempt to communicate changes with as much notice as possible.

3.2 In an effort to create affordable access to community facilities, the Government of Ontario has developed the Community Use of Schools Grant which allows the HWCDSB to provide subsidized rental rates for not-for-profit groups to use school facilities outside of regular school hours. Subsidies are offered on an annual basis and contingent upon ministry funding.

3.3 All permit charges shall be paid by cheque in full, in advance of the first approved booking, or on-line with a credit card. (Booking charges will be billed to a credit card on file at the end of the month they are used in.)

3.4 Permit holder is responsible for maintaining a current credit card on file and will be charged a decline fee if credit card is declined for any reason.

3.5 Permit cancellations and excessive revisions are subject to additional fees.

3.6 Where custodians are regularly on duty, no custodial charge related to the use of the facility shall be levied unless additional help is required for set up, supervision of large groups, and/or clean up. Weekend custodial rates will be applied to categories 5 and 6, as well as, where warranted. Please note that all groups, regardless of category, may be charged custodial fees if bookings extend beyond the stated timeframes. Custodial fees are charged for every hour a custodian is required to be on site outside of regular working hours (Weekends - minimum 3 hours). Custodial fees for opening, clean up, closing and securing the building will be added to the permit (on average 1 hour in addition to the number of rental hours).

3.7 The negotiated hourly rate for custodial charges is subject to change annually.

3.8 The Community use of Schools Supervisor may assess additional custodial charges and assign an additional caretaker based on the attendance number of an event, or scale of duties required.

3.9 Technical staff and audio-visual equipment charges vary by school and are to be paid directly to the school.

3.10 If an approved permit is cancelled for any reason, the permit fee is still payable.

3.11 If you are cancelling a weekday permit or booking, please notify the CUS office, or cancel online and provide at minimum 5 working days' advance notice.

Permits or bookings cancelled with less than 5 days' notice will not be refunded.

3.12 Where you are cancelling a permit or booking that was to occur on a weekend and custodial coverage was organized to allow weekend access to the school, please provide 7 days' advance notice by cancelling online, and as a courtesy, call to inform the school and the CUS office. Weekend permits or bookings not cancelled with 7 days' notice will be responsible to pay for the custodial charges if dispatched because sufficient notice was not provided.

3.13 Individuals/ groups / Organizations that are in financial arrears for previous school use agreements shall not be eligible for rental of school facilities until balance is cleared.

3.14 If renting person/ group does not have a valid credit card on account, the full amount of the permit is due in advance of the event/ bookings and must be received at least 5 full business days in advance.

4. LIABILITY AND INSURANCE CONDITIONS OF USE

4.1 The Board shall not be responsible for any personal injury, or the loss, theft or damage of any articles of the permit holder, or any one attending on the invitation of the permit holder, where such personal injury, loss, theft or damage results from the permit holder's negligence.

4.2 The HWCDSB's liability insurance coverage for Community Use of Schools protects the Board against liability insurance claims. The Board's insurance coverage does not protect users or user groups. All user groups must provide proof of insurance through our online permitting system. The permit holder shall request and deliver to the Board a certificate of insurance from their insurance broker for General Liability insurance in the minimum amount of \$2M (not an

aggregate) , and naming “Hamilton-Wentworth Catholic District School Board” as an additional insured on the certificate of insurance. Permit holders are required to provide proof of insurance at the time of permit approval, but no later than the date of the permit coverage.

If a group or organization is not able to provide a valid certificate of insurance, the Hamilton-Wentworth Catholic District School Board will purchase insurance on their behalf. The cost of insurance coverage will be reflected on the permit upon approval of that permit. No activity shall be allowed to run without adequate insurance. Pandemic/ CoVid-19 coverage excluded in policy purchased.

4.3 Permits are non-transferrable from one Organization to another. There shall be no-sub-letting of rented space.

4.4 For every approved permit, the permit holder must complete and submit a Hold Harmless Agreement.

4.5 Applicants will be held responsible to the Board for costs associated with any misuse, damage to the building, facility or equipment used. Damage will be determined by a visual check by school staff prior to, and after use. Damage and misuse will also be documented through cell phone or camera photographs.

4.6 Rental groups and organizations are required to acknowledge having read the following liability and insurance conditions and thereby agree to adhere to them:

- The application approval shall protect, indemnify and save harmless the Hamilton-Wentworth Catholic District School Board, its employees or agents, from all claims for damages that may arise out of the use of facility by the applicant.
- During the use and occupation of the permitted use of Hamilton-Wentworth Catholic District School Board space(s), the permit holder shall indemnify and save harmless the Hamilton-Wentworth Catholic District School Board, its officials, trustees, employees and agents from and against any and all liability whatsoever resulting from injury or damage to person, persons or property by reason of or as a result of the use and occupation of the premises directly or indirectly. The Board will not be responsible for personal injury or for the loss or damage to personal belongings of participants or spectators inside the building or on the property.

5. COMMUNITY USE OF SCHOOLS – RATE SCHEDULE & APPLICABLE FORMS

5.1 FEE SCHEDULE

<https://www.hwcdsb.ca/support/communityuseofschools/?fileID=271141>

5.2 Not For Profit Status Application Form

<https://www.hwcdsb.ca/support/communityuseofschools/?fileID=119435>

5.3 Hold Harmless Agreement

<https://www.hwcdsb.ca/support/communityuseofschools/?fileID=4491>

5.4 QRC After Hours Emergency Procedures

<https://www.hwcdsb.ca/support/communityuseofschools/?fileID=370096>

5.5 HWCDSB Accident Report – Non Employee

<https://www.hwcdsb.ca/support/communityuseofschools/?fileID=370097>

5.6 Emergency Action Plan guideline

<https://www.hwcdsb.ca/support/communityuseofschools/?fileID=370095>

5.7 HWCDSB Fire Safety Plan

<https://www.hwcdsb.ca/support/communityuseofschools/?fileID=370094>

5.8 Auditorium Equipment Request Forms (school specific)

BR - <https://www.hwcdsb.ca/support/communityuseofschools/?fileID=341930>

SJB- <https://www.hwcdsb.ca/support/communityuseofschools/?fileID=354465>