



Procedure Section: **Facilities and Equipment**

**800**

Procedure Name: **Use of School Facilities, Grounds,  
and Equipment**

**801**

## **PROCEDURE**

# **Use of School Facilities, Grounds, and Equipment**

## Procedure

1. Any use of a KPDSB facility by external user groups must be covered by a facility use permit or lease agreement. School or KPDSB use of a KPDSB facility may be covered by a permit to enhance awareness of facility availability and the needs for custodial and other services.

School facilities, grounds, and equipment may be made available on the issue of a prescribed permit. Permits will be approved and issued by the Principal of the school.

Principals must consult with management staff of the Facilities department before issuing permits to applicants who are planning to bring their own equipment, fixtures, or props into the building or in cases where building alterations are required to accommodate the applicant.

2. The Principal of the school will make the determination of the category of the organization/activity utilizing the school. Categories for facility, grounds and equipment use purposes are:

a) Category A – Non-Profit:

Users in this category will be required to pay the Permit Fee but will be exempt from the Rental Rates, as set out in *Appendix A*. The Principal will determine if any charges are applicable for equipment and overtime in accordance with *Appendix A*.

This category may include student organizations, community youth groups (i.e., Cubs, Scouts, Girl Guides, Minor Sport Groups, etc.), other community groups (i.e., Bridge, Hobbies, Meetings, etc.), and special community functions (i.e., meetings, etc.).

Organized school groups undertaking revenue-generating activities, will be responsible for any and all caretaking overtime incurred during their events. KPDSB users will be exempt from permit fees.

b) Category B – Government (Federal, Provincial, Municipal), Other Educational Institutions, and For-Profit:

Users in this category will be required to pay the Permit Fee and the Rental Rates, as set out in *Appendix A*. The Principal will determine if any charges are applicable for equipment and overtime in accordance with *Appendix A*. This category will

include any organization or individual whose motive is for-profit or income and government agencies when not limited by legislation (i.e., election, etc.).

Principals may use some discretion in this category if the service is child-orientated and the published fee is beyond the capacity of the organization or business.

c) Category C – Long-Term Dedicated Use:

The Director of Education, or Designate, will undertake negotiations to ascertain the appropriate terms, conditions and lease charges for this category of user.

This category may include cafeteria operators, daycares, latch key operations, and other organizations.

3. To ease the administrative burden, any and all fees related to the use of a facility must be paid three (3) business days prior to the first day of use.

For long-term on-going permits, fees for the period of September to December shall be paid in full prior to the start of use in September. Fees for the period of January to June shall be paid in full prior to the start of use in January.

All fees shall be collected as per Finance Memorandum No. 2 dated August 27, 1998 (attached).

If payment is not received in time, the permit will be cancelled.

4. There will be a permit use fee for any and all permits issued with the exception of KPDSB users.
5. For Category A and Category B permits, all facility, equipment use and permit fee revenue will be credited to the school from which the permit was issued (not including charges for custodial overtime and/or insurance).

For any Category C revenue, the school budget shall be credited with ten percent (10%) of the revenue from which the permit or lease was issued, not including charges for custodial overtime and/or insurance.

6. Terms and conditions of facility and/or equipment usage are detailed on the permit and *General Conditions*, form part of the terms and conditions.

## **General Conditions**

1. The applicant, and the applicant's sponsors and agents shall protect, indemnify, and save harmless the KPDSB, its employees or agents from all claims that may arise out of the use of buildings by the permit holder.

The KPDSB will not be responsible for personal injury, damage, or loss or theft of any articles belonging to the applicant or anyone entering upon the premises as a result of the issuance of a permit. The KPDSB's liability insurance does not extend to the activities of groups renting school premises.

2. The KPDSB may require the applicant to arrange their own liability insurance to cover their activity on KPDSB premises, and may require the applicant to provide proof that this insurance is in place. Also, for certain events, the KPDSB may require that the Keewatin-Patricia District School Board is a named insured party on the applicant's own liability insurance policy.
3. The applicant shall agree that at any time prior to actual use of the facility, the permit may be revoked or cancelled by the KPDSB and that in the event of such cancellation, there shall be no claim or right to damage or reimbursement on account of any loss, damage or expense incurred by the applicant.
4. If the applicant has already paid fees to the KPDSB for the use of the facility, but is later denied access to the facility by the KPDSB, for whatever reason, all such fees relating to the cancelled dates shall be reimbursed to the applicant. The permit fee will not be refunded if the applicant has already had some use of the facility under the permit before it was cancelled.
5. If an applicant with an approved permit does not use the facility at the designated date and time by choice for whatever reason, and did not notify the Head Office of the Keewatin-Patricia District School Board at least three (3) business days in advance that the facility would not be used, then the applicant is not entitled to a refund of any fee, including permit, deposit, rent, custodial or other fees paid in respect of that date and time.
6. If an applicant with an approved permit does not use the facility at the designated date and time by choice for whatever reason and does notify the Head Office of the Keewatin-Patricia District School Board at least three (3) business days in advance that the facility would not be used, then the applicant is entitled to have all the related fees, except the permit fee, refunded.
7. Any individual, group or organization using school facilities assumes full liability for any losses of or damage to school property arising out of and/or attributable to their use of the school facilities.

8. The applicant will not make any alteration of any description to the room, building or equipment without first obtaining permission, and any materials and/or equipment brought in by the applicant must be removed immediately after the event has occurred.
9. The applicant shall be responsible to the custodian on duty, or such other person designated, for the conduct and supervision of all persons admitted to the school buildings and grounds and shall see that all regulations contained therein are strictly observed.
10. When a custodial fee has been waived on the permit, the Principal must provide for the opening and closing of the school building and shall designate a responsible person knowledgeable of the heating plant, fire alarm protocols, and any relevant building system to supervise such use to whom the users shall be responsible for observance of the rules and regulations.
11. The applicant will ensure that nothing of an objectionable or contentious nature will be permitted in the buildings.
12. Rubber-soled shoes shall be worn in the gymnasium and general-purpose rooms when used for athletic activities.
13. At the discretion of the Principal, projectors, the public address unit, stage lighting panel, and gymnasium equipment may be rented at fees prescribed herein on the conditions that:
  - The school Principal is satisfied that a competent operator will operate the equipment; and
  - Such equipment is used within the building to which it is assigned.
14. At the discretion of the Director of Education, or Designate, an applicant may be required to submit a deposit in support of their application.
15. Users must adhere to the capacity limitations for gymnasiums and general-purpose rooms as posted.
16. Smoking is prohibited at all times.
17. Alcohol is prohibited at all times.
18. Games of chance, lotteries, or gambling in any form are prohibited at all times.
19. The foregoing does not apply to the Dryden Regional Training and Cultural Centre and the Sioux Lookout Access Centre.
20. KPDSB facilities may be monitored by means of video surveillance as per KPDSB Policy 314, Video Security Surveillance in Schools.