

**NLSchools** refers to all public K-12 English schools and school-related facilities under the jurisdiction of the Department of Education, Education Operations Branch and all employees working therein providing services and supports to such schools, including those who work in the areas of school facilities, student transportation, program implementation, student services, and procurement.

## **Policy Name**

Community Use of Schools and Other Facilities

## **Policy Statement**

The Department of Education may make school facilities available for other educational, social, cultural, recreational, and appropriate commercial activities for the general community when not required for educational purposes.

## **Background**

The primary function of school facilities is to serve the needs of students. A secondary function is to provide, where feasible and practical, school facilities to serve the educational, recreational, and social needs of the community.

## **Scope**

This policy is applicable to all schools and school-related facilities within NLSchools, subject to any provisions contained in existing agreements with other institutions, organizations, or corporations.

## **Definitions**

### **Commercial Use**

Use of facilities or grounds by which an individual or organization gains a material financial benefit. As guidance, a profit of over \$200/month is considered material.

### **School Facilities Division**

Refers to the School Facilities Division of the Department of Transportation and Infrastructure.

## Policy Directives

- The Government of Newfoundland and Labrador's general liability insurance policy will cover school sponsored events where the participants are students in NLSchools. This coverage also allows for community groups to rent the school facilities without having to provide proof of liability insurance. However, proof of general liability insurance acceptable to government is required when the school premises are used for commercial purposes, or where approval has been requested to serve alcohol. The latter two uses must be pre-approved through application to the Superintendent of Schools, and proof of general liability insurance must be provided with the Government of Newfoundland and Labrador included as an additional named insured, prior to rental.
- The Government of Newfoundland and Labrador assumes no responsibility for any loss or damage of any kind or nature whatsoever arising from the use of school and school-related facilities where the use is not specifically related to educational purposes.
- Users shall comply with all applicable health and safety regulations, local ordinances, fire and building code regulations, and policies of government.
- The user shall provide suitable adult (18 years and older, 19 years and older in cases where alcohol is served) supervision of the activities during the time of use.
- All schools and school-related facilities, worksites, and associated grounds are to be cannabis and smoke free at all times. The consumption of alcohol on school property is strictly prohibited, except under extremely rare circumstances where alcohol consumption is approved for events for which there is no other suitable location within the school community to hold the event. For example, a wedding reception in a rural community where the school is the only suitable facility available. Such approval may be granted by the Superintendent of Schools or designate, in accordance with this policy and related procedures.
- Organizations or groups who, as a result of misuse or accident, cause the school or government to incur extra expenses shall be billed accordingly and may lose permission to use the facilities.
- Any damages to school property by the user group must be promptly reported to the School Facilities Division and repaired in a manner and timeframe to the satisfaction of the Director of School Facilities, Transportation and Infrastructure, Transportation and Infrastructure or designate. Failure to carry out and/or pay for the necessary repairs will result in cancellation of future use and potential legal

action to recoup the costs associated with the damage.

- To avoid competition with the private sector, the use of school facilities for private use or for personal or commercial gain will generally be considered only if there is no suitable facility available in the community; or the person or organization is charged a rental fee comparable to the commercial rate for a similar facility. Exceptions may be made for after-school programs for school-aged children, as a convenience to parents, provided the school allows competitive bids for access each year. All commercial rental arrangements must be authorized by the Director of School Facilities.
- If a school administrator believes that fees for a particular community user group should be reduced or waived, or if it can be demonstrated that a donation in lieu of fees would be more reasonable in the particular circumstances, the fee/donation and rationale must be documented in advance of the rental. This would be for exceptional cases only, the norm being following the fee categories as set out in administrative procedures.
- At no time can rental/usage arrangements be undertaken that compromise the security of staff and students as per the expectations of the [Safe and Caring Schools Policy](#). This specifically precludes use of schools as polling stations in any case where another community facility can be used instead. In the case of communities where the school is the only acceptable polling station, school administrators must take steps to ensure the safety of staff and students (e.g., the rental fee may require funding an additional staff person as security to ensure voters stay to the polling area).

## Administrative Procedures

### 1. Approval

- 1.1. Approval for use of school facilities is contingent on there being no conflicts with school programs, including curricular and extra-curricular activities.
- 1.2. Applications for non-commercial after-hours use of school facilities from September to June shall be directed to the local school administration for approval. Applications for any use of schools in July and August; for commercial use of schools anytime, or of a property other than a school, or portion thereof, are to be submitted to the Director of School Facilities, Transportation and Infrastructure.
- 1.3. The standard **Facilities Use and Rental Agreement - Form D** must be completed by all users.
- 1.4. Each organization or group using the school facility shall appoint a person from

the organization who is responsible at all times for the activities of the group while using the school facility. The name of that person shall be stated on the **Facilities Use and Rental Agreement - Form D**. Unless advised by the organization in writing of any change, the original agreement will be in effect. The **Facility Security and Access Control** policy also states specific responsibilities for those using facilities.

- 1.5 There may be situations when there will be a sharing of facilities with other community groups. One of the groups must take responsibility for rental of the facility and make application for it. General Liability coverage for each group still applies.
- 1.6 Any exceptions to these procedures must be approved by the Superintendent of Schools or designate.

## 2. Limitations

- 2.1 The use of school facilities outside regular school hours shall be allocated according to the following priority:
  - a) Department or school-sponsored activities and events, such as school dances and school sporting activities.
  - b) Community youth groups such as Scouts Canada, Girl Guides of Canada, and minor sports programs.
  - c) All individuals, groups and institutions charging fees for attendance or enrolment, such as adult sports and adult education.
- 2.2 The school building is to be used only on the date(s) and for the purpose specified in the approval.
- 2.3 Sale and use of alcohol is strictly prohibited except in accordance with the specific conditions outlined in the policy and Appendix A of these procedures.
- 2.4 The user agrees to the conditions specified below. The Government of Newfoundland and Labrador may require additional information including proof of specific liability insurance coverage for some uses prior to granting permission to use.
- 2.5 The Government of Newfoundland and Labrador will not be liable for any injury received by any participant or spectator or for any loss of, damage to, property, clothing or personal effects of any person or group using school facilities after regular school hours.
- 2.6 Group leaders are to sign out keys from the school administrator or government official in accordance with Facility Security and Access policy.

- 2.7 User groups shall be required to use the staff that NLSchools may consider appropriate to ensure the safe and secure use of the school including, but not limited to, the school caretaker(s). Salary and/or travel costs for these staff members shall be the responsibility of the user group or sponsor, and is in addition to the rental fee. The staff person responsible for the rental is responsible to ensure compliance with the appropriate collective agreement.
- 2.8 If the school caretaker is not hired, the user group is obligated to clean up the venue after use so as to leave it in the same condition and state of cleanliness as it was immediately prior to usage by the group. Failure to do so may result in the group being charged a fee for cleaning the facilities and the loss of rental privileges.
- 2.9 Use of the school shall be restricted to those areas of the building which are absolutely necessary to the approved activity or usage. Only people connected with the event or usage are to be admitted during the period of rental.
- 2.10 All physical activities must be restricted to a room designed for that purpose. When the gymnasium is used for physical activity, only approved gym footwear may be used.
- 2.11 Users shall not store equipment or supplies without special permission from the school administrator. The school and/or the Government of Newfoundland and Labrador will not be held responsible or liable for damages or loss to any equipment or supplies not owned by the school/department.
- 2.12 If users require equipment to be brought into the school, fixtures or props or any school alterations, the School Administrator must consult with the Operations Manager before approving the application.
- 2.13 All materials and/or equipment must be removed immediately after the event has occurred.
- 2.14 Permission to use a school facility does not imply permission to use the school's equipment and consumables. This includes sports equipment and cleaning supplies outside regular usage.

### **3. Cancellations**

- 3.1 NLSchools reserves the right to cancel rental to the users with 3 days' notice for other than unforeseen/unavoidable circumstances. In the event of such cancellation, users shall agree there shall be no claim or right to damage or reimbursement on account of any loss, damage or expense incurred by the user.
- 3.2 If the user has already paid fees to the school but is later denied access, the fees relating to the cancellation will be reimbursed to the user.

- 3.3 If the user does not use the school and does not provide at least 3 days' written notice that the school will not be used, then the user will not be entitled to a refund in respect of that use.
- 3.4 In the event schools are closed due to inclement weather or operational issues, all activities may be cancelled and fees refunded. Fees will also be refunded to users who cancel their activities due to inclement weather in the evening or on the weekend.

#### 4. Fees

- NLSchools staff are responsible for keeping appropriate records for audit purposes. The documentation will encompass fees charged, exchange of resources/services and any approvals for the reduction or waiving of fees. Signing authority rests with the school administration or facilities management for all school use agreements.
- Rental rates will be charged in accordance with Categories/Classification for rental rates as attached. NLSchools staff will assign categories accordingly, provided bona fide members of the group are the users.
- Schools will retain revenues for community group school-year rentals. Revenue from long-term commercial rentals will also normally stay with the school being rented. Rental revenue is for investment into the school and/or programs (e.g., gym rental fees may fund programs for students or facility upgrades/additions for the benefit of students). Summer use rental revenue may be invested into area schools, not exclusively the rented school.
- In exceptional cases, if a School Administrator believes a not-for-profit community user group should have fees waived or reduced, he/she must fully document the rationale on the **Facilities Use and Rental Agreement - Form D**.
- The following lists the categories/classifications for rental rates. Rates for long term use, for commercial use, or other significant usage of a building must be determined by the School Facilities Division. All janitorial, maintenance or other costs are in addition to all rental rates.
  - a) **Category 1 – Not-for-Profit Community Youth Groups**

Groups organized by the community to sponsor programs for schools and children, e.g., Scouts Canada, Girl Guides of Canada, Sports Groups, Cadets.

    - No charge.
  - b) **Category 2 – Community Groups**
    - Duly constituted public organizations whose object for being is the cultural

and/or educational improvement of the Community (e.g., Historic Sites Association of NL)

- Recognized community groups for non-commercial activities (e.g., Town Councils, Canadian Red Cross)
- Local Church Groups
- Education
- NLSchools Bargaining Units (NLTA, NAPE, CUPE)
- Organizations whose purpose is of a charitable or service nature.
- When events involve fundraising activities by these groups, the following fee schedule will apply:
  - Gymnasium only \$40.00/hour
  - Gymnasium & Kitchen \$50.00/hour
  - Classrooms \$20.00/hour

There will be no rental fees for small, occasional meetings for groups under Category 2, provided the school is not used for the purpose of fundraising. Janitorial costs may be charged.

**c) Category 3 – Not-for-Profit Adult Sports Groups**

(e.g. Recreational leagues, not-for-profit active living)

- Gymnasium \$30.00/hour

**d) Category 4 – Private Commercial Groups**

(Youth or Adult, sports or other)

Ongoing activities where the group renting the facility is offering service for a fee (e.g. for-profit martial arts, Zumba, weight loss groups, municipal-run fee-based summer programs, etc).

\*As commercial entities, groups in this category will have fees assessed by the Department of Transportation and Works, based on the revenue they generate, but will be no less than \$30/hour.

**e) Category 5 – Individual Private Functions**

Weddings and other functions of a similar nature\*:

- Gymnasium only \$250.00 (1 day)
- Gymnasium & Kitchen \$350.00 (1 day)

Birthday Parties and other functions of a similar nature:

- Gymnasium or cafeteria \$50.00 (2 hours)

**\*Plus, clean-up time the next day in advance of any other user group**

**f) Category 6 – Group Functions**

Conferences and Banquets

- Classroom \$ 20.00/first hour  
\$ 10.00/each additional hour
- Gymnasium & Kitchen \$350.00/ up to three hours  
\$ 25.00/each additional hour
- Gymnasium only \$250.00/ up to three hours  
\$ 25.00/each additional hour

**g) Category 7 – Political Groups**

Political groups during elections campaigns:

- Provincial or Federal Rallies \$400.00/night (3 hours)
- Meetings \$100.00/night (3 hours)  
(Other than Political Rallies)

**h) Category 8 – Professional Entertainers**

Professional musicians, stage performances, etc.

- Minimum \$300.00/performance or a percentage of the gate.

**i) Category 9 – Other Educational Institutions**

Other Educational Institutions (e.g., MUN, CONA, or private colleges for one time or short-term usage).

- \$20.00 per hour per classroom to a maximum of \$50.00 per night per classroom.
- \$30.00 per hour per specialist room to a maximum of \$60.00 per night per specialist room.