



### **Community Use of School Facilities**

The Park West School Division wishes to promote community involvement in the schools as much as it is possible, and therefore makes its facilities available to the community for after school hour activities. Although the facilities are paid for by tax dollars, it should be recognized that the user should be responsible for some of the operating costs outside of school use. Recent reforms in education have positioned the principal as site-based manager for the school. Functions considered eligible for the use of school facilities can be divided into four categories:

1. School sponsored functions, put on by teachers and/or students specifically, including all curricular activities involving students enrolled within the division -such as sports, drama, science projects, etcetera. These will receive preference and will be under supervision of the teaching staff.
2. The division will provide school facilities for music lessons free of charge if space is available and it does not interfere with the school's operation.
3. A community agency that promotes learning of a cultural pursuit for which no admittance charge is made. In this group will be included: Art exhibits, music recitals, science lectures, seminars, 4-H clubs, ratepayers groups, church groups, PTA groups, all social welfare agencies who can prove a lack of their own facilities, boy scouts, girl guides, and any overflow from community centre projects.
4. Community adult groups, which are not strictly education, such as: Agricultural and horticultural societies, sports clubs, game and fish, streamliners, square dance clubs, and charitable organizations. A charge may be levied.
5. Groups which are partisan, commercial, or political in nature; these latter gatherings would be last in priority of schedule and fees levied would not be less than commercially operated public halls in the area.

#### **Conditions to Be Considered When Approving Requests**

- i. The activity will not conflict with school programming, as the school facilities exist first and foremost for school activities.
- ii. Activities are such that they are deemed to be appropriate and possible to accommodate within the school facility, without added burdens being placed on the school and its ongoing operation.
- iii. The activity is such that it cannot be easily accommodated in a community hall within the immediate area, as it is not the wish of the Board to compete with community centres.

#### **Procedure for Obtaining School Facilities**

- i. Requests for the use of school facilities shall be made to the principal of the school involved.
- ii. The appropriate application for use form shall be completed and signed by a responsible representative of the said organization. A damage deposit may be levied. (see the following forms)
- iii. A copy of the Application shall be filed with the Division Office, complete with estimated or actual costs.



- iv. In the absence of the school principal, the principal's designate shall make the arrangements for the above.

Principals shall be responsible to report the use of school facilities by outside agencies/organizations to the Division Office on a monthly basis.

Use of school facilities by outside agencies and organizations shall be subject to the rules and regulations established under this policy.

**JOINT USE FACILITY AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

BETWEEN:

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*(Name of Organization)*

Herein called the \_\_\_\_\_

*(Insert Organization abbreviation)*

**AND**

**THE PARK WEST SCHOOL DIVISION**

**Herein called PWSD**

**WHEREAS** the Park West School Division owns and operates school facilities which are primarily used for school purposes.

**AND WHEREAS** the \_\_\_\_\_ *(Insert Name of Organization)* either directly provides or works with community groups in helping provide programs and services to the community.

**AND WHEREAS** municipal and rural municipal ratepayers within the PWSD district contribute financially to facilities of the PWSD and within the \_\_\_\_\_ *(Insert Name of Organization)*.

**AND WHEREAS** the PWSD and the \_\_\_\_\_ *(Insert Name of Organization)* see benefits in co-operation, between both local authorities, for the provision of services by increasing access and use of facilities within the PWSD and \_\_\_\_\_ *(Insert Organization Abbreviation)*.



**PROVISIONS**

- a) School facilities shall be booked according to their own school facility priority use policy.
- b) Indoor and outdoor school facilities shall be made available to the \_\_\_\_\_ **(Insert Name of Organization)** /community groups if they have not been previously booked for school activities and functions.
- c) School facilities are booked through normal facility reservation procedures.
- d) Students, participants and supervisors in a PWSD program or activity shall adhere to the \_\_\_\_\_ **(Insert Name of Organization)** /community facility reservation conditions.
- e) PWSD shall provide an updated list of school contact information to \_\_\_\_\_ **(Insert Name of Association/Organization)** /community groups upon request.
- f) Permission for use of the school facilities is to be obtained from the principal of said school.
- g) Requests to use school facilities must be made within time outlined in school reservation procedures.
- h) Access to each school will be outlined in each divisional facility use policy.
- i) Supervision/instruction for a \_\_\_\_\_ **(Insert Organization Abbreviation)** /community group program within a PWSD facility shall be provided by the \_\_\_\_\_ **(Insert Name of Organization)** /community group.
- j) Usage fees of PWSD facilities may or may not be charged if additional PWSD staff is required.
- k) Usage fees of PWSD facilities may or may not be charged if overtime hours of PWSD staff are required.
- l) PWSD reserves the right to cancel \_\_\_\_\_ **(Insert Organization Abbreviation)** /community organization programs or activities within reasonable notice.
- m) PWSD will give adequate notice to the \_\_\_\_\_ **(Insert Organization Abbreviation)** /community facility if PWSD program/activity is cancelled.
- n) PWSD will provide a list of contact names for each school for booking purposes.



## LIABILITY

- Any willful misuse or damage to equipment, facility or property will be the responsibility of the user.
- Use of school/ recreation facilities will not be granted if program/activity is deemed to have a negative impact on normal facility use.
- School/recreation facilities shall be provided consistent with normal level of service.
  - o During summer months; grass on school grounds will be cut at regular intervals by PWSD. If there are migrating circumstances, in preparation for specific events, \_\_\_\_\_ *(Insert Name of Association/Organization)* /Community Groups may consult with the Director of Maintenance or local school principal.
  - o Adhere to Manitoba Health and Safety standards.
- Each party shall carry liability insurance coverage not less than two million dollars (\$2,000,000).
- Each party shall supply a copy of insurance coverage upon request.
- Eligible groups, without adequate liability insurance, may be covered under the PWSD/ \_\_\_\_\_ *(Insert Name of Association/Organization)* at their discretion.
- Resolution of conflicts will utilize progressive protocol.
  - o First attempt; between school Principal (or designate) and Recreation Director/Community Group.
  - o If unresolved; between PWSD Superintendent (or designate) and Recreation Director/Community Group.
  - o Lastly, if further resolution is required; between PWSD Board and \_\_\_\_\_ *(Insert Name of Association/Organization)* Board.
- All parties agree to communicate and consult in the improvement and development of existing and new facilities and their subsequent use.

## REVISION

- All the provisions and terms of this agreement shall be effective from the date of signing, and shall continue unless either party gives notice in writing of its desire to negotiate revisions in any given year.
- Upon receiving notice to negotiate revisions, each party agrees to commence negotiations within a reasonable, agreed upon time frame and make every effort to conclude a revised agreement.



- This agreement will be reviewed by all parties involved within year TWO following a municipal and school board regular election.

IN WITNESS WHEREOF the parties have executed this agreement as attested by the hands of the proper officers in that behalf this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE \_\_\_\_\_ *(Insert Name of Association/Organization)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, \_\_\_\_\_  
*(Insert Name of Association/Organization)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer, \_\_\_\_\_  
*(Insert Name of Association/Organization)*

FOR THE PARK WEST SCHOOL DIVISION (PWSD)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, PWSD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, PWSD Board of Trustees



**Use of School Facilities Agreement**

I/WE HEREBY COVENANT WITH THE PARK WEST SCHOOL DIVISION FOR THE USE OF:

NAME OF SCHOOL TO BE USED: \_\_\_\_\_

STATE ROOMS TO BE USED: (GYM, KITCHEN, CLASSROOM, LIBRARY, ETC.) \_\_\_\_\_

OTHER FACILITIES USED (SPECIFY): \_\_\_\_\_

NUMBER OF PEOPLE EXPECTED: \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_ FROM (TIME) \_\_\_\_\_ TO \_\_\_\_\_

FOR THE PURPOSE OF: \_\_\_\_\_

ADMISSION OR FEE TO BE CHARGED: (YES) \_\_\_\_\_ (NO) \_\_\_\_\_

**PLEASE NOTE:**

It is the responsibility of the person signing this form on behalf of a group to ensure that all persons admitted to the building are aware of the conditions under which this privilege was granted.

**This application must be in the Division office seven days before the date of the event:**

DATED AT \_\_\_\_\_, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Maintenance Supervisor

I have read and agreed to the attached regulations.

\_\_\_\_\_  
Name of Organization (Please print)

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Name of Representative

\_\_\_\_\_  
Address of Representative

Contact Phone Number: \_\_\_\_\_



THE FOLLOWING CONDITIONS WILL BE OBSERVED:

On each and every occasion upon which an outside organization is granted the use of a school building a responsible representative of the said organization shall sign this form guaranteeing observance of the following conditions, and failure to observe any one or more of the said conditions shall render the organization ineligible for further use of any school building:

- a. There shall be adequate supervision by responsible persons and at any gathering there shall be proper chaperones.
- b. The user shall be liable for loss or damage of any kind or nature whatsoever occurring during or by reason of the use of the building.
- c. There shall be no smoking, alcoholic beverages or drugs allowed in the school building or on the property.
- d. There shall be no loitering in any other part of the building or hallway and only the portion of the building listed in this form shall be used except for access or exit from said portion.
- e. Doors must not be wedged open for any reason.
- f. Schools shall be vacated no later than 10:30 p.m. unless prior arrangements are made with the principal or designate.