



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 may be responsible for some of the operating costs outside of school use.

Functions considered eligible for the use of school facilities can be divided into four categories:

- 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, etc. These will receive preference and will be under supervision of the teaching staff.
- 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.
- A community agency that promotes learning of a cultural pursuit for which no admittance charge is made. This group will include things such as art exhibits, music recitals, science lectures, seminars, 4-H clubs, ratepayer groups, church groups, parent 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.
- 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.
- 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

- The activity will not conflict with school programming, as the school facilities exist primarily for school activities.
- 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.
- The activity is such that it cannot be easily accommodated in a community hall within the immediate area.



Procedure for Obtaining School Facilities

1. Requests for the use of school facilities shall be made to the principal of the school involved.
2. The appropriate application for use form shall be completed and signed by the representative responsible of the said organization. A damage deposit may be levied. (see the following forms)
3. A copy of the Application shall be filed with the Division Office, complete with estimated or actual costs.
4. In the absence of the school principal, the principal's designate shall make the arrangements for the above.
5. Principals shall be responsible to report the use of school facilities by outside agencies/organizations to the Division Office on a monthly basis.

Expectations for Community User Groups:

Use of school facilities by outside agencies and organizations shall be subject to the rules and regulations established under this policy. Some key expectations worth noting include the following:

- The community group must ensure supervision to ensure safety and proper conduct. The designated supervisor must be an adult (18+) who is not a student.
- All individuals or groups utilizing school facilities must adhere to the school division's security protocols by ensuring that all access doors remain securely locked at all times, including during activities. This includes checking that exterior doors are properly secured at the conclusion of any event or activity and immediately reporting any security concerns or unlocked doors to the appropriate school or division authority. In cases where access doors may need to remain unlocked for events, permission may be granted by the principal, provided a detailed plan is presented that includes full-time adult supervision of the access door. This ensures that security is maintained while allowing for the necessary access during events.
- Park West School Division requires that the user group ensure that the space is left in good condition after use, including proper cleanup and return of facilities to their original state.
- Any damage to school property, equipment, or facilities during the use of the facility will be the responsibility of the community group. They must cover any repair costs if damage is found to be willful or caused by negligence.



Use During Inclement Weather:

- If schools are closed, all extracurricular activities and community use of schools for that day will be canceled.
- If buses are not running, decisions on community use of schools will be made on a case-by-case basis by the school principal.
- The principal may provide direction for school access on weekends in the event of inclement weather.

Safety and Emergency Procedures:

Community groups must be familiar with the school's emergency evacuation routes and procedures.

Facility Scheduling and Conflicts:

In the event of a scheduling conflict, the principal will prioritize school-sponsored functions. Community groups will be informed of any schedule changes as soon as possible. Priority will be given to groups that have submitted requests earlier.

Communication and Notification:

Community groups must notify the school principal of any cancellations or changes to the scheduled use of the facility at least 24 hours prior to the event. In cases of last-minute changes, groups should inform the school as soon as possible to avoid conflicts with other scheduled activities.

Compliance with Other Regulations:

All groups using the facilities must comply with local laws and regulations, including but not limited to fire safety codes, health regulations, and noise ordinances. Non-compliance may result in the cancellation of future facility use privileges.

Review of Policy and Fees:

The Park West School Division will review the Community Use of School Facilities Policy annually to ensure its relevance and effectiveness. Fees for use may be adjusted as necessary based on operational costs and community feedback.



JOINT USE FACILITY AGREEMENT

THIS AGREEMENT made this _____ day of _____, A.D. _____

BETWEEN:

(Name of Organization or Representative)

The name of the organization or representative must match the name listed on the proof of insurance or be included under the "additional insured" names, for the agreement to be legally binding and covered under the policy.

Herein called the _____
(Insert Organization abbreviation or Representative initials)

AND

THE PARK WEST SCHOOL DIVISION

Herein is called PWSD

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

AND WHEREAS the _____ (Name of Organization or Representative) 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 _____ (Name of Organization or Representative)

AND WHEREAS the PWSD and the _____ (Name of Organization or Representative) 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 or Representative initials).

***Representative:** Defined as the individual responsible for the facility booking on behalf of the organization or group. This person will serve as the main point of contact and is accountable for ensuring all terms of the agreement are met, including submitting the required documentation, paying any applicable fees, maintaining all communication with Division staff and facility administrators, and ensuring appropriate use and supervision.



PWSD 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 _____ (*Name of Organization or Representative*) /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 _____ (*Name of Organization or Representative*) /community facility reservation conditions.
- E. PWSD shall provide an updated list of school contact information to _____ (*Name of Organization or Representative*) 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 or Representative initials*) /community group program within a PWSD facility shall be provided by the _____ (*Name of Organization or Representative*) /community group.
- J. Usage fees of PWSD facilities may or may not be charged if additional PWSD staff are 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 or Representative initials*) /community organization programs or activities within reasonable notice.
- M. PWSD will give adequate notice to the _____ (*Insert Organization abbreviation or Representative initials*) /community facility if PWSD program/activity is cancelled.

PWSD will provide a list (Schedule A) 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 consistently with a normal level of service.
 - 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 Organization abbreviation or Representative initials*) /Community Groups may consult with the Director of Maintenance or local school principal.
 - 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 Organization abbreviation or Representative initials*) at their discretion.
- Resolution of conflicts will utilize progressive protocol.
 - First attempt; between school Principal (or designate) and Recreation Director/Community Group.
 - If unresolved; between PWSD Superintendent (or designate) and Recreation Director/Community Group.
 - Lastly, if further resolution is required; between PWSD Board and _____ (*Insert Organization abbreviation or Representative initials*) 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.

THE FOLLOWING CONDITIONS WILL BE OBSERVED:

On each occasion upon which an outside organization is granted the use of a school building the representative responsible 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 people 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 facility administrator.



Use of School Facilities Agreement

- ☐ Multiple Use Agreement (Recurring use) ☐ Single Use Agreement (One-time event)

(Please check which agreement you will be utilizing within the PWSD.)

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: _____

DATE: - (One day event) - ON THE _____ DAY OF _____, 20 _____

(Multiple use dates. Example April until May, Tuesday and Thursdays.) - _____

TIME: - FROM _____ TO _____

FOR THE PURPOSE OF: _____

This application must be submitted to the Division Office at least seven days before the first date of use, along with proof of insurance or the premium fee. Use of the facilities is not permitted until approval has been confirmed by the facility administrator.

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



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____.

REPRESENTATIVE // or // ORGANIZATION REPRESENTATIVE

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

Contact Email Address

PWSD FACILITY ADMINISTRATORS

Date

Principal's Signature

Date

Maintenance Supervisor Signature

FOR THE PARK WEST SCHOOL DIVISION (PWSD)

Date

Superintendent, PWSD

Date

Chair, PWSD Board Trustees

OUTSIDE USER POLICY: **APPLICATION FOR USE OF SCHOOL FACILITIES – PART 1**

Introduction:

The purpose of this Outside User Policy/Application is to manage and reduce the risk of injury to persons using school facilities or grounds. The school Division ("DIVISION") acknowledges that school facilities are an integral part of the community. It is to the benefit of the individual / group wishing to use school property to take all reasonable steps to reduce the risk of such injury. DIVISION therefore requires that you (the outside user/applicant, herein called **APPLICANT**) demonstrate to the satisfaction of DIVISION that there will be sufficient controls in place to follow the conditions of the permit and to prevent foreseeable harm or property damage related to activities at the event. DIVISION has developed this Outside User Policy in order to:

- Establish rules for the use and operation of school facilities by outside individuals and user groups.
- Promote safe, responsible use of these facilities.
- Reduce the risk of injuries/property damage and subsequent liability risk.

Even small groups holding low-risk functions such as meetings, conferences, 75th birthdays, wedding showers, hall-walkers, square dancing and similar functions may be vulnerable to lawsuits for injuries that arise out of their activities. User groups and their organizers are not covered under the school board's liability insurance, and should therefore obtain liability insurance for their activities, or confirm with their insurance broker that they are covered under their homeowners insurance policy.

Individuals or groups running organized or higher risk activities such as using the gym for sports, using the shops for projects, using athletic field(s) for sports or sponsoring an event/function where tickets are sold, involving alcohol, or where attendance exceeds 150 persons, face greater risk and should therefore ensure they have liability insurance coverage to protect themselves from lawsuits for injuries (a minimum of \$2,000,000 coverage is recommended).

Various outside groups may have access to liability insurance from their parent organizations such as Sport Manitoba, Boy Scouts, Girl Guides etc. and should confirm for themselves whether such insurance exists for them. Local Recreation Commissions may have insurance that would cover the proposed activity. **An alternate source of liability insurance is available through the DIVISION.**

APPLICANTS will not be permitted use of facilities unless they accept the **Conditions** printed herein. **APPLICANT**/permit holder hereby agrees to indemnify and save **DIVISION** harmless from all claims arising from the event/function.

Conditions:

1. The building/facility will be available for use only upon presentation of this permit to the Caretaker in charge.
2. The building/facility is to be used only on the date or dates, and hours, and for the purpose specified.
3. If a program requires the use of more than one room **APPLICANT** must provide one adult supervisor for each room in use.
4. The members of any group or organization or spectators while in a school building must be under the immediate supervision and control of a competent and trustworthy adult who will undertake personally to be responsible to the Caretaker for the due observance of the requirements of the **DIVISION**. The name(s) of the supervising adult(s) must be entered on the application for permit.
5. Buildings/facilities shall not be used for private gain except if specifically approved under this permit.
6. No liquor is to be brought onto, served and/or consumed on the premises without specific approval of the Board and an occasional permit from the Manitoba Liquor Control Commission.
7. Non-alcoholic beverages and food may only be brought into the building/facility with the permission of the supervisor and may only be served in designated areas.
8. Glass bottles or containers may not be brought into auditorium/gymnasium areas.
9. The times listed on the permit are the times in which participants can enter the building/facility and must be completely clear of the building.
10. All aisles and exits must be kept clear.
11. Aisles must be maintained as shown on auditorium seating plans.
12. Any entertainment is to be of a high moral standard.
13. Without written permission from the director of buildings/designate, no structure or apparatus should be placed upon or be erected on school property (permission indicated on this permit).
14. School Equipment, such as gymnasium mats and apparatus, cannot be used without permission (indicated on this permit).
15. **SMOKING IS STRICTLY PROHIBITED IN ALL SCHOOL BUILDINGS.**
16. Organizations granted continued use of schools, must give one week's notice in writing before the date of discontinuance. **DIVISION**, however, reserves the right to discontinue any permit on short notice.
17. Permits are not transferable.
18. **APPLICANT**/permit holder will protect, indemnify and save harmless **DIVISION**, its servants or agents, of and from all claims for damages that may arise out of the use of buildings/facilities/grounds by **APPLICANT**/permit holder.
19. **APPLICANT**/permit holder shall be responsible for any loss or damage to the building or equipment resulting from use by him or any other persons whomsoever covered by the permit. A certificate by the Director of Buildings/designate shall be evidence of such loss or damage and **APPLICANT**/permit holder shall pay the amount of such loss or damage upon demand being made on him by the Secretary-Treasurer of **DIVISION**.
20. The application of powder, wax or any other preparation to gymnasium or auditorium floors for dancing purposes is prohibited.
21. Immediately following each program, the caretaker shall inspect the facilities used for evidence of damage or improper use. **APPLICANT**/permit holder should accompany the caretaker during this inspection and sign the permit checklist form.
22. Appropriate footwear (athletic shoes with white soles) must be worn in Gymnasiums for sports activities.
23. Permits are subject to all bylaws of the Municipality and regulations thereunder governing the use of public buildings in said Municipality.
24. Improper use of school property, for the use of which a permit has been granted, will result in immediate cancellation of the permit.
25. Permission to use specially equipped rooms such as Home Economics, Industrial Arts, Shops, etc. may only be granted after the Principal of the School has approved the appointment of the instructor(s) who will be in charge of such room(s).
26. No admittance charge shall be made or tickets sold in advance, or a collection of any kind taken, unless the intention to make such charges, sell such tickets, or take a collection is stated on the application for permit, and is approved.
27. Permission to use facilities in a school does not carry with it the right to use any moveable apparatus in the school. Special application must be made for the privilege. Specific use shall be shown on the permit.

OUTSIDE USER POLICY: **APPLICATION FOR USE OF SCHOOL FACILITIES – PART 2**

**** 7% Retail Sales Tax (RST) is applicable to insurance contracts therefore must be added to the premiums indicated below**

PLEASE PRINT

School Division/District: _____ School: _____

APPLICANT: _____ Name of Contact Person: _____

Address: _____ Postal Code: _____ Telephone: _____

Time of Use applied for: From: _____ ☐ AM ☐ PM Date: _____ To: _____ ☐ AM ☐ PM Date: _____

Particulars of Activity: _____

Number of Participants Expected: _____ Approximate age of participants ("adults" or "children"): _____

Name of Supervisors: _____ Telephone: _____

Requirements: (Facilities/equipment)

☐ Gymnasium ☐ Music room ☐ Classroom # _____ ☐ Shops ☐ Theatre ☐ Multi-purpose room ☐ Soccer/baseball field

☐ Other: _____

☐ Type and Quantity of Equipment, if required: _____

Fees:

1. Use of Facilities \$ _____

2. Use of Equipment \$ _____

3. Caretaker \$ _____

4. Security \$ _____

5. Liability Insurance Prem. (from chart at right) \$ _____

6. Retail Sales Tax (7%) \$ _____

7. Other – described below \$ _____

\$ _____

\$ _____

\$ _____

8. TOTAL \$ _____

OUTSIDE USER LIABILITY INSURANCE RATES - \$2,000,000 COMMERCIAL GENERAL LIABILITY				
SPORTS	Number of Participants	Premium *		
		One Day	Two Days	Seasonal
Badminton, Dance Lessons, Horseshoes, Tennis	1-25	\$28	\$55	\$83
	26-100	\$55	\$110	\$165
	101-250	\$85	\$165	\$248
	Over 250	Refer	Refer	Refer
Baseball, Basketball, Field Hockey, Floor Hockey, Handball, Racquetball, Soccer, Squash, Softball, Volleyball, Swimming with Lifeguard, Non-Contact Touch/Flag Football, Track & Field	1-25	\$55	\$83	\$165
	26-100	\$110	\$165	\$330
	101-250	\$165	\$248	\$495
	Over 250	Refer	Refer	Refer
Recreational Non-Contact Ball Hockey	Pick-up	\$55	\$83	\$110
	Max 30	Refer	Refer	Refer
MEETINGS & OTHER EVENTS	Number of Participants	Premium *		
		Day	2-3 Days	Over 3 Days of Seasonal
Example: Arts & Crafts, Bridge, Sewing Groups, Church Meetings, Rummage Sales, Prenatal Classes, Seniors Group Meetings, Music Lessons	1-25	\$28	\$55	\$83
	26-100	\$55	\$110	\$165
	101-250	\$110	\$220	\$330
	251-500	\$165	\$330	\$550
NO Alcohol Permitted	Over 500	Refer	Refer	Refer
Activities Not Listed - Contact School Division for Approval				

Other terms or conditions: _____

This is to certify that I (My organization), while occupying said facilities, will provide and be responsible for adequate adult supervision and the security of school property and will abide by all rules and regulations as established by the school and/or **DIVISION**. I (we) agree to pay for any damages incurred to property and/or equipment and to pay rental fees as outlined. The permit holder (user group) will protect, indemnify and hold harmless the School Division and its agents from all claims for damages that may arise out of the use of buildings or grounds by the permit holder. If liability insurance premium is not indicated above, the permit holder (user group), agrees to obtain his/her own liability insurance for this event.

Dated this _____ day of _____ 20____ Signed (Contact person): _____

Permit approved by (Facility/Property Designate): _____ Date Issued (d/m/yr): _____ / _____ / _____

Please submit completed application to the appropriate school division for payment & processing.