

NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD

USE OF SCHOOL FACILITIES BY OUTSIDE GROUPS

**AB&F 19.0
NPS 245-00**

POLICY:

IT SHALL BE THE POLICY OF THE NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD to permit the use of its school facilities and/or grounds by outside groups. However, all school facilities are designated as non-smoking areas, except for the designated outside smoking area at St. Joseph-Scollard Hall Secondary School.

Absolutely no alcoholic beverage shall be allowed in the building or on the grounds at any time without special permission from the Board. Such permission may be granted by the Director of Education upon the following conditions having been satisfied:

- a) Liquor or beer shall neither be served nor sold in schools or on school premises;
- b) Wine only may be served provided it is free of charge, and provided the appropriate insurance coverage has been obtained;
- c) A valid license issued by the Liquor License Board of Ontario (L.L.B.O.) will be posted at the time of the activity;
- d) A copy of the SPECIAL OCCASION-PERMIT RECEIPT and insurance certificate will be submitted to the Superintendent of Business at least ten (10) days prior to the event, otherwise the school-use permit will be automatically cancelled.

Replaces former Section E7

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ADMINISTRATIVE REGULATIONS:

1. A responsible person of the organization or group using the Board facilities and/or grounds must be in charge of the activities at all times.
2. The organization or group using the Board facilities and/or grounds will accept full responsibility for the conduct of persons admitted, and for any damage to property and/or grounds.
3. **Liability Insurance**
 - a) A certificate of insurance in an amount not less than one million dollars, naming the Board as an Additional Insured shall be requested and provided when:
 - i) the user is a formal organization and already has liability coverage - i.e. municipality, church, scouts, guides, service clubs, etc.;
 - ii) the user is an informal organization and the proposed activity is considered to have a medium or high degree of risk.
 - b) At the discretion of the principal, a certificate of insurance may be waived when the user is an informal organization and the proposed activity is considered to have a low degree of risk.
4. Members of any organization or group using a gymnasium or a general purpose room for athletic purposes must wear gymnasium shoes or footwear that will not damage or mark the floor.
5. No audio-visual equipment or any other equipment which is the property of the Board may be used unless special permission is granted by the principal.
6. The Board will not be held responsible for personal injury or damage, or for the loss or theft of clothing or equipment of the organization or of its members.
7. All exits must be kept free of obstruction in case of fire.
8. When a school P.A. system or stage lights are requested, a Board employee must be engaged to operate them.

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<p>9. No storage is granted to outside organizations or groups, except with the permission of the principal.</p> <p>10. Activities must be confined to the facilities assigned to the organization.</p> <p>11. The organization or group using the Board facilities and/or grounds will be assessed a charge according to the fee schedule attached, to cover the cost of heat, light and water attributed to the function(s) involved.</p> <p>Should the services of a custodian be necessary, an additional charge will be made according to the appropriate collective agreement.</p> <p>12. However, the school will make its facilities available, without a rental fee, to the following groups: Home and School Associations, School Councils, Board Employee Associations, recognized Youth groups (Brownies, Girl Guides, etc.), and recognized Senior Citizens' groups. The Board may also enter into reciprocal agreements with local municipalities or other service groups whereby the rental fees may be waived.</p> <p>13. Unless approved by the Superintendent of Business, Board facilities and/or grounds will not be available for use by any group:</p> <ul style="list-style-type: none">a) during the Christmas holidays;b) during the winter holidays;c) during the last three (3) weeks prior to the opening of school in September;d) on statutory holidays;e) on municipal holidays. <p><u>ADMINISTRATIVE PROCEDURES:</u></p> <p>1. Requests and agreements for the use of school facilities and/or grounds will be submitted by written application (Appendix I and II), only to the school principal, at least ten (10) days in advance of the proposed date of use. Requests will be granted at the discretion of the principal, subject to the terms of this policy.</p> <p>2. Permit Application and Agreement Forms will be available only from the schools concerned. Upon completion by the applicant(s), these forms shall be presented directly to the principal concerned for approval and processing/filing.</p> <p>3. When the use of Board facilities and/or grounds, (rental, custodial and technical) by fee paying has been verified and approved by the principal, distribution of the Permit</p>	

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Application Form copies shall be as follows:

- a) the Applicant(s);
- b) the Superintendent of Business;
- c) the Principal;
- d) the Custodian;
- e) Financial Services.

4. The person whose name and signature appears on the Permit Application Form shall be deemed to be the person responsible for upholding the regulations governing the use of the Board facilities and/or grounds. The Permit Application Form will be posted in a clearly visible manner, while the area is being used.
5. Any organization or group that does not abide by the regulations will be reported by the Principal to the Superintendent of Business. Its privilege of using the school and facilities and/or ground will be revoked.
6. A custodian or employee of the board must be present and held responsible for the entire time that the facility is being used by the outside group. Upon written request, exemptions to this stipulation may be granted by the Superintendent of Business for the groups identified in article 12 of the Administrative Regulations. If an exemption is granted, in schools where custodians are not on duty and when such schools are to be utilized, a key for the school may be obtained by the person responsible for the proposed activity from the Principal. A security deposit of \$50.00 may be required by the Principal.

RENTAL FEE SCHEDULE:

1. All rental, custodial and/or technical fees due are to be paid prior to the use of the school facilities and/or grounds except in the case of corporations where such prepayment may be administratively inconvenient.
2. Rental, custodial and/or technical fees shall be subject to changes from time to time.
3.

a)	<u>Elementary Schools</u>	<u>Hourly rate</u>	<u>Maximum daily rate</u>
	Each regular classroom	\$10.00	\$ 50.00
	Gymnasium without use of stage	\$20.00	\$100.00
	Gymnasium with use of stage and lighting	\$30.00	\$150.00
	Kitchen facilities	\$15.00	\$ 75.00
	General Purpose room with or		

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without chairs	\$15.00	\$ 75.00
Library	\$15.00	\$ 75.00
Seminar room	\$15.00	\$ 75.00
Snoezelen room	\$20.00	N/A
Any other area not herein mentioned	To be negotiated	
b) <u>Secondary School</u>		
Each regular classroom	\$10.00	\$ 50.00
Gymnasium	\$40.00	\$200.00
Auditorium	As per attached memo	
Any other area not herein mentioned	To be negotiated	

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APPENDIX I

**THE NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD
AGREEMENT GOVERNING THE USE OF BOARD FACILITIES**

TERMS AND CONDITIONS

This application is made in conjunction with the standard application to use school facilities.

Name of User/Group/Organization

Address

Telephone Number

Authorized Representative

Board Facilities to be Used

I, the duly authorized representative for the above-named User, hereby apply to use the above facilities, subject to the following terms and conditions:

1. The Board shall not be responsible for any loss, theft or damage to the occupants' goods or possession.
2. The User accepts full responsibility for the conduct of persons admitted to the facilities and shall be responsible for any damage to the Board's buildings or properties occurring during its occupation and use.
3. The User on behalf of its staff members, occupants, and guests hereby releases and discharges the Board, its employees, officers and agents from any claim or demand for any loss, damage, personal injury or death to any staff members, occupants or guests arising as a result of the use of the Board's facilities under this agreement.
4. The User shall, prior to using the said facilities, provide to the Board a Certificate of Insurance in an amount that is not less than one million dollars naming the Board as an Additional Insured under the User's general liability insurance contract while being used by the User.
5. No alcoholic beverage shall be allowed in the building or on the grounds at any time without special permission from the Board (through the Director of Education), in accordance with Board policy.
6. The authorized person whose name and signature appears on this application form shall be deemed to be the person responsible for upholding the regulations governing the use of the facilities and/or grounds. This person shall ensure that a responsible person of the organization or group shall be in charge of the activities at all times.
7. Persons using a gymnasium or general purpose room for athletic purposes shall wear gymnasium shoes or footwear that do not damage or mark the floor.
8. No audio-visual equipment or any other equipment which is the property of the Board may be used unless special permission is granted by the Principal.
9. All exits must be kept free of obstruction in case of fire.
10. When a school P.A. system or stage lights are requested, a Board employee must be engaged to operate them.
11. The User shall not use any part of the facilities or grounds for storage without the permission of the Principal.
12. Activities must be confined to the facilities assigned to the organization.
13. This application form shall be posted in a clearly visible manner while the area is being used.
14. a) In the case of an emergency requiring the attention of a Board representative, the User shall contact the following person:

Name	Title	Telephone
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or alternate:

Name	Title	Telephone
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- b) Should the situation require that a custodian be called to the school, the User agrees to pay such additional wages and benefits associated with this call-in as determined by the applicable collective agreement.

15. A custodian or employee of the Board shall be present for the entire time that the facility is being occupied by the User. Exemptions must be approved by the Superintendent of Business. If such is the case, in schools where custodians are not on duty and when such schools are to be utilized, a key to the school may be obtained from the Principal by the person responsible for the proposed activity.

The undersigned hereby agrees to the terms and conditions set forth above. Failure to comply with the above terms and conditions may result in the termination of this agreement, and the privilege of using the facilities being revoked.

Authorized Representative for the USER: _____
(I have the authority to bind the User)

Date: _____

Exemption approved by: _____
Superintendent of Business

Date: _____

MEMORANDUM AGREEMENT

dated this _____ day of _____

BETWEEN: The NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD

and

(Hereinafter called "The Lessee")

1. Upon payment of the rent hereafter specified, The Lessee is permitted to occupy the Bishop Carter Auditorium in St. Joseph-Scollard Hall on:

(specify date, day of the week, and time)

2. The rent to be paid to the NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD is a total of:

\$250.00 per four (4) hour session on Monday - Thursday

or

\$400.00 per four (4) hour session on Friday - Sunday

PLUS G.S.T.

3. A non-refundable deposit of \$100.00 is required upon signing this contract.
4. In consideration of the above rental fee, the NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD agrees to provide the demised premises in a clean condition with lights and heat.

5. The Lessee agrees to conform to the requirements of all municipal, provincial and federal laws, by-laws, rules and regulations with respect to its use of the demised premises and the Lessee agrees to indemnify and save harmless St. Joseph-Scollard Hall and the NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD from all liabilities, damages, costs, claims, suits or actions arising out of its occupancy of the demised premises.

6. a) In the event the premises are not available for the Lessee by reason of damage or destruction by fire, riot or other accident or unforeseen event, or the use is prohibited by a board, municipal, provincial or federal authority.

or

b) In the event the demised premises are required by the school for any reason and notice thereof has been given to the Lessee at least thirty (30) days before the commencement of the Lessee's occupation of the demised premises under this Agreement.

then this agreement is cancelled and all monies paid hereunder to the NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD shall be returned to the Lessee with no interest or penalty.

7. The Lessee, having inspected the premises and equipment, acknowledges that they are in a good state of repair and undertakes to leave them in the same condition and further undertakes to make good any damages which may occur to the premises or equipment as a result of the occupation by the Lessee, its servants, agents or invitees.

8. The Lessee agrees that it will not assign or sublet its interest in this agreement, without the consent of the NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD.

9. Concessions must be pre-arranged with St. Joseph-Scollard Hall management at least one week prior to the performance date. Concession set-up with less than one week's notice will be at the discretion of the St. Joseph-Scollard Hall management. The house percentage on all concessions is twenty(20) percent.

10. The extra charges pertaining to this agreement are as follows:

	<u>Daily</u>	<u>Weekends</u>
Technical Director	\$ 9.00/hour	\$12.00/hour
Front of House Manager	\$ 8.00/hour	\$11.00/hour
Technical Crew (each)	\$ 8.00/hour	\$11.00/hour
Front of House Ushers	\$ 6.50/hour	\$ 8.00/hour
Speciality Equipment (slide projectors, film projectors, specialty lighting - gobo patterns etc.)	\$20.00 each	

11. All technical crews and ushers will be provided by the designated staff of St. Joseph-Scollard Hall with a minimal staff of one Technical Director, one Technical Crew and one Front of House Manager. The Front of House Manager will determine the number of ushers required for each performance.

12. The NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD reserves the right to distribute programs and promotional material during all performances.

13. Six house seats will be retained by the NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD for all performances, to be released at the discretion of the management of St. Joseph-Scollard Hall.

14. The Lessee is responsible for payment of ALL royalties or like charges pertaining to their use of the auditorium.

15. The Lessee agrees to pay all applicable G.S.T.

IN WITNESS WHEREOF the parties hereto have hereunder set the hands of their proper officers and affixed their corporate seals.

Witness

For the Lessee

Witness

Nipissing-Parry Sound Catholic District
School Board (St. Joseph-Scollard Hall)

BISHOP CARTER AUDITORIUM

The fee structure for the use of the auditorium is based on the approximate cost of custodial services, burn time on the lighting fixtures in the auditorium, sound equipment maintenance and hall maintenance.

Custodial Fees	As per the collective agreement. Minimum call-out is four (4) hours rental.
Lighting Instrument Burn Time	\$100.00 for four (4) hour session (Each bulb has approximately 175 hour life expectancy. Replacement value of the bulbs is \$125.00. There are 24 lighting instruments.)
Sound Equipment	Flat rate of \$50.00 for the use of available sound equipment over the four (4) hour rental.
Auditorium Contingency Maintenance Fee	\$50.00. Fee to maintain seating in good shape and repair.
Weekend Surcharge	\$100.00. School alarm system must be disarmed. Supervision of school areas must be considered.

THE NIPISSING-PARRY SOUND CATHOLIC DISTRICT SCHOOL BOARD
1140 FRONT STREET, NORTH BAY, ONTARIO P1B 6P2 - TELEPHONE (705) 472-1201

PERMIT APPLICATION FOR THE USE OF FACILITIES BY OUTSIDE FEE PAYING GROUPS

A. THIS SECTION TO BE COMPLETED BY APPLICANT APPLICATION FOR FACILITY

Name of Applicant or Organization: _____
 Address: _____
 _____ Postal Code: _____
 School: _____ Facilities: _____
 Type of activity to be held: _____
 Date(s) to be used: _____
 From: _____ a.m./p.m. to _____ a.m./p.m.
 Total number of hours of use: _____
 Number and age of participants: _____ Children _____ Youths _____ Adults _____ Seniors

I understand that the use of facilities is subject to all regulations of the Board and may be cancelled for cause.

SIGNATURE OF APPLICANT: _____
 Date: _____

B. THIS SECTION TO BE COMPLETED BY PRINCIPAL

RENTAL CHARGES (BOARD POLICY)

Charges: \$ _____ Rate X _____ hours/days required: \$ _____

Custodial Charges (as per collective agreement)

Custodial services are: Required: Not Required:
 Charges: \$ _____ Rate X _____ hours: \$ _____

Cheque or cash attached: To be invoiced:
 This permit application is: Approved: Refused:

SIGNATURE OF PRINCIPAL: _____

Date: _____

- Distribution:
- 1) Superintendent of Business
 - (Only where rental charges apply)
 - 2) School Principal
 - 3) Custodian
 - 4) Applicant