

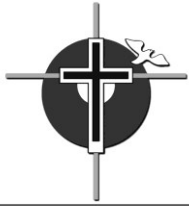
1. Purpose

To allow the school communities access to school facilities at little or no additional cost to the Board. The use of the Board's facilities shall not prejudice the regular or extracurricular programs of the school, either during or outside of school hours.

2. Regulations

The Board encourages the use of school facilities by the community, subject to the following conditions:

- a) School day activities, extra-curricular activities, on-site licensed childcare programs and parent involvement activities organized or administered by the school or school board have priority use of school space during and after regular hours.
- b) The Board reserves the right to cancel any rental permit if the conditions and responsibilities, as identified in this procedure, are not complied with.
- c) Subject to the Tobacco Control Act, smoking is prohibited within the school buildings and on school property.
- d) Activities involving the sale or consumption of alcohol are not permitted unless approved by the Director of Education or designate.
- e) Activities involving fireworks or other pyrotechnical devices are not permitted.
- f) Activities involving the discharge or use of weapons, such as guns, archery, crossbows and knives, are not permitted.
- g) All permits will be cancelled when school bus transportation is cancelled due to inclement weather.
- h) External permits will be cancelled when custodial coverage is not available.
- i) External permits for Community use will not be approved for overnight use of schools.
- j) No permit shall be issued to anyone under 18 years of age.
- k) Reciprocal agreements must be approved by the Associate Director/Superintendent of Business on a school-by-school basis.
- l) There shall be no modification or addition to the school electrical wiring or any school fixtures.
- m) The Board's Administrative Procedure applies to all permits granted by the Board.



2.1 Permit Terms

- a) The general term of yearly permits (excluding Rate Group A, A.1 and B) shall be from the second week in September to the last day of school.
- Monday to Friday - 4 pm to 9 pm for elementary schools and 4 pm to 10 pm for secondary schools
 - Weekends – 7 am to 10 pm
 - No community use will take place on the following days:

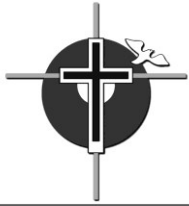
Board Recognized Holidays – Thanksgiving, Christmas Break, Family Day, March Break, Easter and Victoria Day.

Special requests for use of space during the month of July will be approved on a school by school basis. Community use hours during the month of July, for those exceptions made, will be Monday to Thursday from 7 am to 5 pm.

- b) During the month of August when school buildings will be closed for necessary repairs and cleaning, no community use will be approved.
- c) The term “**permit holder**” designates any person (physical or moral) that applies and receives permission from the Board to use the Board facilities pursuant to this Administrative Procedure.
- d) The terms “**school facilities**” and “**Board facilities**” are used interchangeably in the Administrative Procedure and designate any facilities for which the Board issues a permit to a permit holder pursuant to this Administrative Procedure.
- e) The permit holder agrees that at all times, it will act in accordance with all legislation, regulation, public health orders, directives and guidance that applies to the activities of the permit holder for which it is using school facilities. The permit holder also agrees to comply with all Board policies, administrative procedures and directives that apply to the activities of the permit holder and to provide the Board, upon request, with the confirmation that the permit holder is in compliance with the foregoing.

2.2 Permit Cancellations

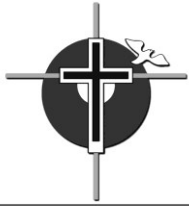
- a) Automatic permit cancellations are in effect when:
1. School Buses are cancelled on instructional days Monday to Friday



2. 10 to 15 cm or more of snow is forecast on Saturday or Sunday
 3. There is an emergency on site, including but not limited to loss of power, flooding, or the facility has been deemed unsafe by the Plant and Maintenance Department.
- b) When a permit cancellation is being considered for reasons other than the ones listed in 2.2a, a final decision, in the best interest of all stakeholders (permit holder, staff, children etc.) will be made by the Community Use Coordinator in cooperation with the Plant and Maintenance manager/supervisors and the Associate Director/Superintendent of Business.
 - c) Permits, where the permit holder is providing their own insurance, will be denied when the Insurance certificate has not been uploaded to the Community Use portal at the time of submission.
 - d) First “no-show” will result in charges related to the applicable custodial fees. Second “no-show” will result in a \$50 fee in addition to the applicable custodial fees. Third “no show” will result in a \$75 fee in addition to the applicable custodial fees and will also result in the cancellation of the permit. After three “no-shows” the permit holder will be restricted from access to school facilities for a period of one year.

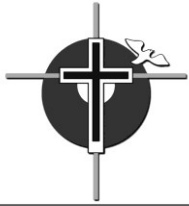
3. Insurance

- a) The Board shall not be responsible for personal injury, damage or loss of property.
- b) The permit holder shall be responsible for the conduct and supervision of all persons admitted to the School building.
- c) The permit holder must provide a certificate of insurance coverage containing a minimum \$5 million in coverage and naming the Catholic District School Board of Eastern Ontario as additional insured at the time of permit submission. The permit holder may purchase a Master Insurance Contract plan, such as “OSBIE,” which is available from the Community Use Coordinator. Permits for the use of schools will not be processed until Insurance Certificates are uploaded to the application portal or purchased through OSBIE.
- d) Insurance purchased through the OSBIE insurance plan is not eligible for any fee exemptions.
- e) The permit holder accepts liability for all damages arising out of bodily injury sustained by persons under his/her charge and property damage done by persons under his/her charge or through the permit holder’s neglect.
- f) The permit holder waives all rights of action against the Board and agrees to indemnify the Board from any actions or causes of actions against the Board taken by any person under his/her control.



4. Health Safety Measures Associated with the COVID-19 Pandemic

- a) The permit holder is responsible to comply with any directives or instructions issued by the Chief Medical Officer of Health for Ontario or the Chief Medical Officer of Health for the regional public health authority in which the school facilities leased by the permit holder (the "**Chief Medical Officer of Health**") are located with respect to the implementation of a policy or protocol related to vaccination against COVID-19.
- b) The permit holder understands and agrees that during any activity for which it is the organizer, coordinator or supervisor and which takes place in the Board's school facilities, the permit holder is deemed to be the person responsible and occupier of the leased school facility in question within the meaning of the public health and workplace safety measures in effect at the time of permit booking, including any applicable Ontario Regulation made under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*, SO 2020 c 17 and any requirements to establish, implement and ensure compliance with COVID-19 policies.
- c) The permit holder understands and agrees that for the duration of the activity for which authorization has been granted by the Board to use its school facilities, the permit holder shall be deemed to be the occupier of the leased school facilities for the purposes of section 10.1 of the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020*, SO 2020 c 17, notwithstanding the possible presence of an employee or agent of the Board on the premises.
- d) The permit holder understands and agrees that as the person responsible for the leased school facility and the occupier of these premises, the permit holder is responsible for ensuring compliance with all health measures that apply to the activity the permit holder is organizing, coordinating or supervising, including the verification of proof of vaccination of participants and spectators, where applicable, compliance with the relevant maximum capacity of the premises, the use of a screening tool, social distancing and the implementation of a safety plan required by any applicable Ontario Regulation in effect at the time of permit booking, as well as the compliance with any additional health instructions issued by the Chief Medical Officer of Health and the Board.
- e) The permit holder understands that pursuant to any applicable Ontario Regulation in effect at the time of permit booking, the permit holder must require proof of full immunization against COVID-19, as well as identification or confirmation that they are



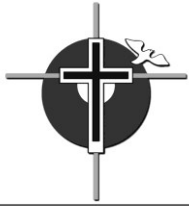
exempt from COVID-19 immunization within the meaning of any Ontario Regulation in effect at the time of permit booking, from any individual who arrives at the leased school facility prior to their entry.

- f) The permit holder understands that it must refuse entry to any person who does not comply with the above vaccination requirement and that failure to comply with the terms of any applicable Ontario Regulation in effect at the time of permit booking constitutes an offence pursuant to the *Reopening Ontario (A Flexible Response to COVID-19) Act*, SO 2020, c 17.
- g) The permit holder understands and agrees that it may be responsible for the development, implementation and enforcement of a COVID-19 vaccination policy or procedure in accordance with instructions issued by the Chief Medical Officer of Health, if any, including the following:
 - the development and implementation of a COVID-19 vaccination policy or procedure and the responsibility for ensuring compliance with it; and
 - Adherence to the precautions and procedures to be incorporated in its COVID-19 vaccination policy or procedure.
- h) The permit holder confirms that it is familiar and has understood the terms of any applicable Ontario Regulation in effect at the time of permit booking that may apply to any activity on the Board's facilities for which the permit holder is the organizer, coordinator or supervisor. The permit holder also confirms that it is aware of and will comply with any Board policy or administrative procedures or guidelines relating to vaccination against COVID-19.
- i) Upon request, the permit holder shall provide written confirmation and supporting documentation confirming that it is using the Board's facilities in accordance with this Administrative Procedure, and any applicable Ontario Regulation in effect at the time of permit booking, the applicable health and safety measures and the applicable Board policy or administrative guidelines.

5. Rate Group Classification

All permit holders will fall under one of the following Rate Group Classifications: *(for detailed descriptions see Appendix A: Classification of Rate Groups)*

Group A-School/Board



Group A.1-Associated Parish
Group B-Licensed Childcare – on-site, lease programs

Group C-Not for Profit/Charitable Organizations
Group D-Organized Youth Activities
Group E-Adult Recreation/Municipal Programs
Group F-Private/For Profit Groups

6. Permit Application Process

- a) There are two types of applicants to become permit holders : Internal and external.

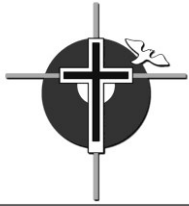
Internal applicants are CDSBEO school and Board employees that are requesting use of the facility *for school and Board sponsored events.*

All public requests, including CDSBEO staff that want to use the facility for personal, private or community use are considered external and subject to fees, if applicable, as defined by the Classification of Rate Groups Chart. *(See Appendix A)*

- b) The permit application must be completed online using the Board’s online reservation system. Paper copies of permits will not be accepted.
- c) Both internal and external applicants must complete a permit request in order to reserve facility space. Applicants must agree to the terms and conditions set by the Board to use Board facilities.
- d) Timeline for applicants completing and submitting the permit request is:

For external applicants: The permit request must be submitted no less than 12 days before the start date of the event. The Community Use Coordinator will provide final approval on or before 7 days prior to the start date of the event.

New external applicants will be required to register online to create a profile in order to request a permit. Once an applicant has created a profile they will be provided, via email, a confirmation of registration. Once an applicant has been confirmed as “active” all permit requests can be completed online. The electronic reservation system (eBase) link is located on the Board’s website under Community Use of Schools or can be found at <https://cdsbeo.ebasefm.com/communityuse>



For internal applicants where regularly scheduled custodial hours apply, the permit request must be submitted no less than 5 days before the start date of the School or Board event.

For internal applicants, when the permit falls outside of regularly scheduled custodial hours, permits must be submitted no less than 12 days before the start date of the event.

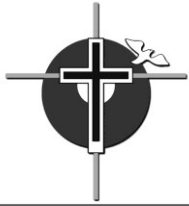
7. Responsibility

7.1 Principal Responsibility

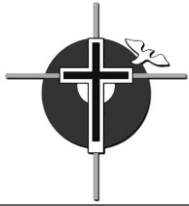
- a) The School Principal must ensure that the Administrative Procedure is followed and that at least one designate is appropriately trained in the access and use of the online community use reservation system at their respective schools.
- b) The distribution of keys and the distribution of security codes are not permitted.
- c) A custodian must be on duty during the time the building is in use by the permit holder.
- d) No storage space shall be granted to outside organizations, except with the permission of the Principal.
- e) The Principal must notify the Plant and Maintenance department if any damages have resulted for any use under a permit.
- f) CDSBEO will invoice the permit holder when fees are required and any fees payable for community use or insurance coverage must be forwarded directly to the Community Use Coordinator of the CDSBEO. All fees collected for rental, custodial charges, insurance coverage and HST will be retained by CDSBEO and remitted to the appropriate party.

7.2 Permit Holder Responsibility

- a) All individuals, groups and organizations must register and create an online profile in order to request a permit using the online reservation system (*see section 5*).
- b) All external permit holders must complete the permit in full on or before 12 days prior to the start date of the permit or there may be a delay of the start date.



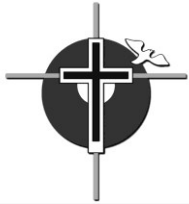
- c) All internal permit holders must submit a permit 5 days prior to the start date for school related events where no additional custodial services are required.
- d) **All internal permit holders that fall outside of regular custodial hours are required to submit a permit on or before 12 days prior to the start date of the event.**
- e) The permit holder shall confine the activities to the facilities granted in the permit and to associated corridor(s) and washroom(s). All other areas are *out of bounds*.
- f) Suitable footwear (soft-soled, non-marking shoes) must be worn in the gym.
- g) The application of powder, wax or any other preparation to floors for any purpose is prohibited. Any equipment used to play floor hockey must not damage the floor.
- h) School equipment/technology shall not be used unless it is included on the permit and approved. Equipment brought to the school must be removed promptly.
- i) The permit holder will assist with ensuring that the entrance is clear of snow and when icy conditions are present, that the area is appropriately sanded and salted.
- j) In order to ensure the facility is kept in the same condition as prior to the rental, the permit holder is responsible to complete an inspection of the rental space prior to vacating the premises at the end of each session.
- k) Payment for community use of schools facility rental is required for *Rate Groups D to F* on issuance of an approved permit. Permit holders will be invoiced by the CDSBEO and payment is due upon receipt of invoice.
- l) Cheques must be made payable to the CDSBEO and monthly payment is required based on the following calculations:
- Monthly Payment = Total Rental Fees Charged divided by the # of months
- **Insurance purchased through CDSBEO must be paid upon approval of permit
- One-time permits are payable at the time of permit approval
- m) The permit holder is responsible for any and all damage to the property from or arising out of any use under a permit. The permit holder must notify the Principal of such damage immediately. The Board will invoice the organization for the cost of repairs due to the damages.
- n) Cancellations and changes to an approved permit (i.e. change in date, space, time etc.) must be made 3 days in advance of the start date. The permit holder must initiate the change through the on-line booking system. Three “no-shows” will result in a permit being cancelled. (*see Section 2.2 d and 8.3*).



- o) The permit holder must ensure that appropriate adult supervision is provided. The custodian must not be used to assist with supervision.
- p) Facilities must be left in the same condition as they were before the occupancy. Any additional custodial costs incurred to return the facility to its original condition will be borne by the permit holder.
- q) Permit holders must ensure that all insurance documents are up to date and appropriately uploaded to the Community use portal upon submission of the permit. Permits will be cancelled/denied for inadequate insurance coverage.
- r) The permit holder agrees that it is fully responsible, in consultation with the local Public Health unit for which the facility being used resides, for any notifications and/or communications to users, related to infectious disease(s), as determined by public health officials, related, but not limited to, possible/confirmed cases of COVID-19.
- s) The permit holder agrees to indemnify and save harmless the Board, its trustees, directors, officers, employees, volunteers and agents from and against any and all liabilities, obligations, claims, demands, losses, fines, judgments, costs, expenses or remedies arising directly or indirectly out of the intentional or unintentional acts, omissions, negligence or misconduct of the permit holder or any of its officers, coordinators, employees, agents, directors, volunteers, assigns, participants and spectators with respect to the lease of the Board's facilities. It is understood that the permit holder agrees to indemnify the Board for any legal costs incurred in defending itself or any of its trustees, directors, officers, employees, volunteers, and agents. This clause shall survive the termination of the permit.

7.3 Board Administration Responsibility

- a) Any recovery of extra custodial costs or damages will be credited back to the Plant Operations budget.
- b) Community Use rental revenue HST @ 13% will be remitted to CRA.
- c) Premiums received for OSBIE Insurance coverage will be remitted to OSBIE. Rental fees will be retained by the board.
- d) The Community Use Coordinator will manage the database information and ensure that it is kept up to date and current.
- e) The Community Use Coordinator, in cooperation with the school Principal, will



ensure a designate at each school is appropriately trained in accessing and using the online community use reservation system.

8. Rate Group Fees (See Appendix A: Classification of Rate Groups)

8.1 Group A. and A.1 – Full fee exemption:

Group A and A.1 – School/Board/Associated Parishes - Any organization which provides a direct service to students of the school or the school community will be exempt from fees for use of the schools facilities and have first consideration for use of facilities. No fees will be applicable to individuals, groups or organizations related to School/ Board/Church activities.

8.2 B– Full fee exemption

a) Group B- Onsite licensed Childcare

All on-site licensed childcare programs that have a yearly signed Before and After School Contract and/or a Lease Agreement will not be charged fees or costs related to community use of school permits unless custodial coverage is required outside the regularly scheduled custodial hours.

8.3 Group C – Not For Profit/Charitable Organizations – Full fee exemption:

a) Any organization which qualifies as a not-for-profit organization or group, such as a group which functions as a charity or service organization, will be exempt from fees for use of school facilities. The permit holder must upload one of the following three documents as proof of not-for-profit status to the Community Use portal at the time of permit submission.

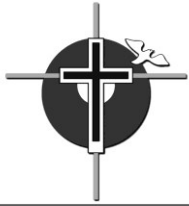
- Letters Patent if incorporated
- Charitable number issued through CRA
- Fiscal financial statement signed by an authorized signing officer showing not for profit status

Note: Permits submitted without the accompanying document uploaded to support not-for-profit status will be automatically denied.

8.4 Group D and Group E – Partial (50%) fee exemption:

a) Group D – Organized Youth Activities

Activities and/or programs offered to children and youth (0-17) which:



- limits participation based on skill AND
- charges fees AND/OR
- has paid instructors and coaches

Ex: Summer camps (sports, gymnastics, dance, music, etc.), sport leagues, and community groups/individuals charging fees for program participation

b) Group E – Adult Recreational/Municipal Activities

Activities for adults over age 18 are eligible for a partial fee exemption on both facility rentals and custodial charges. The exemption is 50 % of the total cost (with the exception of insurance costs if purchased through OSBIE).

8.5 Group F – Profit Organizations - No fee exemption:

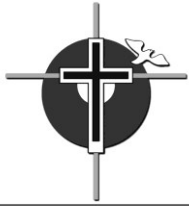
a) Group F – Private/For Profit

All other individuals, groups and organizations, which do NOT qualify for exemption from fees, are those which are operated for private, personal or corporate gain.

9. Permit Costs

9.1 Facility rental costs based on Classification of Rate Group exemptions:

Rental Facility	Hourly Rate	Group A, A.1, B, C Hourly Rates	Group F Hourly Rates	Group D and E Hourly Rates
Single Gym/Library	\$22	\$0	\$22	\$11
Double Gym	\$44	\$0	\$44	\$22
Classroom	\$5	\$0	\$5	\$2.50
Cafeteria	\$25	\$0	\$25	\$12.50
Auditorium/Theatre	\$25	\$0	\$25	\$12.50
Field/Outdoor Play Area	\$25	\$0	\$25	\$12.50



9.2 Additional Custodial Costs

These are recognized as an extraordinary cost. The permit holder shall pay this cost when a custodian is required to be on duty and the event is scheduled outside the regularly scheduled custodial hours at the school. Call-in charges apply (minimum 3 hours) when hours worked are not aligned with a scheduled shift. The rate schedule applicable to extra custodial, facility and operational costs is as follows:

Custodial Costs	Hourly Rate	Group A, A.1, B, C Hourly Rates	Group F Hourly Rates	Group D and E Hourly Rates
Monday to Friday	\$45	\$0	\$45	\$22.50
Saturday and Sunday	\$60	\$0	\$60	\$30.00

9.3 No Show Penalty

For all external permit holders: Failure to cancel a date three days in advance of the booking date, when the date is no longer required, regardless of the Rate Group Classification, will automatically result in the permit being cancelled after three “no-shows” in a school year. First “no-show” will result in charges related to the applicable custodial fees. Second “no-show” will result in a \$50 fee in addition to the applicable custodial fees. Third “no show” will result in a \$75 fee in addition to the applicable custodial fees. After three “no-shows” the permit holders will be restricted from access to school facilities for a period of one year.

10.0 Attachments:

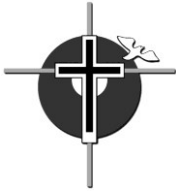
Appendix A – Classification of Rate Groups
Appendix B – Types of Not for Profit Groups



Appendix A

Classification of Rate Groups

Rate Groups	Description	Fees
Group A – School/Board/	Activities and events that are for school and board purposes include but is not limited to: <ul style="list-style-type: none"> • School/Student/Catholic School Council • CDSBEO Board • Extra-curricular • Reciprocal Use 	Exempt
Group A.1	All permits related to the Catholic Church are exempt from fees associated with community use of schools includes but is not limited to: <ul style="list-style-type: none"> • Youth/Church Groups/events • Catholic Women’s Leagues • Meetings • Catholic Holiday Celebrations 	Exempt
Group B– Licensed Childcare -Lease programs	Before and After school and childcare programs for children aged 0-12 years licensed under the Child Care and Early Years Act. These programs are located on-site and have a yearly contract with the CDSBEO and provide a direct service to children attending CDSBEO and coterminous board schools.	Exempt
Group C – Not For Profit (NFP) / Charitable Organization	Not For Profit/Charitable organizations that can provide the following documentation: <ol style="list-style-type: none"> 1) Letters Patent if incorporated 2) Charitable number issued through CRA 3) Fiscal financial statement signed by an authorized signing officer showing not for profit status <ul style="list-style-type: none"> • Girl Guides, Boy Scouts, 4H Clubs, House Leagues • Senior groups (ages 65+) • Polling Stations • Health Services/Promotion for children and adults 	Exempt
Group D – Organized Youth Activities	Activities and/or programs offered to children and youth (0-17) which limits participation based on skill and charges fees and/or has <u>paid instructors and coaches</u> : <ul style="list-style-type: none"> • Summer camps (sports, dance, music etc.) • Competitive Sport leagues • Community groups/individuals charging fees for program participation and is based on skill (gymnastics, travelling sport teams etc.) 	Partial Exemption – 50%
Group E – Adult Recreation/Programs/Classes	Activities for adults ages 18 and over that include, but not limited to: <ul style="list-style-type: none"> • Athletic and pick-up sports • Municipal/recreational classes • Arts, dance and music instruction; one on one instruction • Workshops, seminars, (scrapbooking etc.) 	Partial Exemption -50%
Group F -Private/For Profit	Functions/events/organizations which are operated for private or corporate gain includes but is not limited to: <ul style="list-style-type: none"> • Theatrical, entertainment, concert and performance groups • Private schools – dance, music, driving, language etc. • Private/Personal gatherings –holiday celebrations, banquets etc. 	Full fee /No exemption



Appendix B: Not-for-Profit Group Types

- a. **Not-for-Profit Youth-Related Community Groups** – run by local youth groups such as Boy Scouts, Girl Guides, 4H Clubs and Cadets, etc. where the activities are intended for participants under the age of 18 (or where the participants are under a disability, then under the age of 28).

- b. **Not-for-Profit Recognized Children's Sport and Recreation Service Providers** - groups that are:
 - a) Sponsored or recognized by a municipality as providing services or programs for the benefit of the community, or
 - b) Members of a provincial sports organization or an accredited camping organization, or
 - c) Universally recognized as service providers, such as the YMCA or Red Cross.

- c. **Other Not-for-Profit or Charitable Groups** – other groups such as licensed childcare operations, local service clubs, community health associations, parent groups, seniors groups, etc. as determined by the district school board. These groups meet one of the following criteria
 - a) Can provide a copy of their Letters Patent if incorporated
 - b) Can provide a registered charitable number issued by the CRA
 - c) Can provide a written financial statement signed by a director or signing officer verifying not for profit status