Purpose

To facilitate the use of school buildings, grounds and facilities of the Halton Catholic District School Board for community use in accordance with Board Operating Policies, Administrative Procedures, and school use requirements as amended from time to time, with no expectation of subsidy from or any cost to the Board.

Application and Scope

This policy applies to:

- All school sites, buildings, facilities, playfields, playgrounds, parking lots, furniture and equipment under the jurisdiction of the Board;
- All eligible community members, groups, organizations, institutions and agencies making application for use of Board property;
- Eligible users who complete and gain approval for a Community Use of School Facilities (CUSF) Permit issued under this policy and associated procedures.

Principles

- Use of school grounds and community use of school facilities will be in accordance with the Board's policies and procedures, including Board Policy II-45 on Equity and Inclusive Education. The Board and its staff are committed to the elimination of discrimination as outlined in Ontario’s Equity and Inclusive Education Strategy in a manner which is consistent with the exercise of the Board’s denominational rights under section 93 of the Constitution Act, 1982 and as recognized at section 19 of the Ontario Human Rights Code.
- Use of school grounds and community use of school facilities will be in accordance with the Education Act, subsection 301(2) of Part XIII and the Provincial Code of Conduct 301(3.1); whereby the Halton Catholic District School Board entering into agreement with another
person or entity, other than the Board, respecting the use of a school operated by the Board, the Board shall include in the agreement a requirement that the person or entity follow standards that are consistent with the code of conduct. 2012, c.5, s.10 (2).

- The Halton Catholic District School Board recognizes the importance of fostering cooperation with community organizations and recognizes a certain commitment to the community regarding the use of school facilities.
- It is understood that a priority will be accorded to the educational program of the school and to the protection of buildings, facilities, playfields, parking lots, grounds, furniture and equipment.
- The Board recognizes that as a publicly funded body and responsible community member, school buildings, facilities, playfields, parking lots, grounds, furniture and equipment should reasonably be made available to eligible applicants for community use where such use does not impede or compromise the educational programs offered in the Board's schools or interfere with custodial and maintenance work programs, or violate the Board's Governing Values or the core values of the Catholic Church.
- The Board recognizes and endorses the concept of “Community Use of School Facilities” and therefore maintains appropriate procedures, rules and regulations to facilitate the application, approval, and issuance of permits for the use of its property under this policy.
- The Board recognizes while making its buildings, facilities, playfields, parking lots, grounds, furniture and equipment available for community use, there is a need to recover certain costs associated with such usage by community groups, organizations, agencies or individuals.
- The Board recognizes that a schedule of fees and cost recoveries should reflect the varying nature and purpose of community use of its school facilities and property.
- Formal agreements based on mutual benefit may be established with organizations such as The Roman Catholic Episcopal Corporation of the Diocese of Hamilton in Ontario, Municipal Parks & Recreation Departments, local community colleges and universities. Formal agreements based on mutual benefit may be established with organizations such as The Roman Catholic Episcopal Corporation of the Diocese of Hamilton in Ontario, Municipal Parks & Recreation Departments, local community colleges and universities. • The issuance of permits under this policy shall not establish a rental contract or otherwise between the Halton Catholic District School Board and any individual, group or organization. Board staff may at any time whatsoever and regardless of whether a fee has been paid, withdraw the use of any school building, facility, playfield, parking lot, grounds, furniture or equipment, if in the opinion of the Board and in its unfettered discretion, the use to which Board property is to be or is being put is incompatible with the Board's mandate or not in the best interests of the Board or the community.
- Community Use of School Facilities (CUSF) Permits are not granted to individuals or groups unless they guarantee restitution to the Board in the event of vandalism, damage or loss by posting a Security Deposit, unless alternate arrangements have been made with the Superintendent of Facility Management Services.
- Community Use of School Facilities (CUSF) Permits are not granted to individuals or groups unless liability insurance coverage acceptable to the Board is provided through a recognized organization or by a third party insurance carrier.
• Community Use of School Facilities (CUSF) Permits are not granted to individuals or groups unless a Board representative, or a responsible person acceptable to the Superintendent of Facility Management Services is on duty at the school site during the permitted event.

Requirements

In order to protect the Board’s property and to reduce unnecessary hazards to individuals or groups within the neighbourhood who may be using the grounds, the following policy statements have been adopted:

• School grounds are available for public use during the following school hours: a) school days: 5:00 p.m. – dusk b) nonschool days other than Sundays: sunrise to dusk c) Sundays: 9:00 a.m. – dusk

• Access to school grounds and the community use of school facilities shall be in accordance with the reciprocal agreement in place with the Municipal Parks and Recreation Departments.

• Existing facilities shall not be altered in any way to suit the users.

• All necessary equipment and field markings shall be provided by the users and placed to the satisfaction of the Administration.

• Parking shall be restricted to designated areas. It shall be the responsibility of the users to control parking.

• The unauthorized use of school grounds by any type of motorized vehicle is strictly prohibited

• Formal Community Use of School Facilities (CUSF) Permit Applications are required, and based upon the Community Use of School Facilities Administrative Procedures, the Superintendent of Facility Management Services or designate may issue CUSF Permits for the use of appropriate areas of Board premises.

• Appropriate Community Use of School Facilities application and approval procedures, partnerships and reciprocal agreements are established such that Board programs, Board or school sponsored activities, Continuing Education, Adult Learning programs, custodial, maintenance work programs and facility repairs are given first priority.

• Board and school sponsored events such as Catholic School Council Meetings, Parent Interviews, Celebrations, Sporting Events, Concerts, School Fundraisers, etc. receive first priority, and therefore Principals shall submit information in a timely manner to assist the Community Use of School Facilities (CUSF) Office in scheduling other use of school facilities applications.

• Parish sponsored events shall receive priority after Board or school sponsored events and before other community groups.

• School staff shall plan their after regular school hours facility needs in advance of the school year so as not to cause unnecessary cancellation of Community Use of School Facilities (CUSF) Permits after they have been issued.

• The Board reserves the right to cancel a Community Use of School Facilities (CUSF) Permit at any time without cause or sufficient notice, and in the event of such cancellation, there shall
be no claim or right to damage or reimbursement on account of any loss, damage or expense incurred by the CUSF Permit Applicant.

- The issuance of a Community Use of School Facilities (CUSF) Permit is subject to the terms and conditions approved by the Board and any individual or group that cannot agree to the terms and conditions for the use of school facilities shall not be issued a CUSF Permit.

- If a Community Use of School Facilities (CUSF) Permit has been issued and the terms and conditions of the agreement have been breached, the CUSF Permit will be cancelled immediately.

- Approval procedures require that all permit holders provide evidence of the following where applicable:
  - Sponsorship by a recognized organization and the name, mailing address, telephone number and/or fax number and email address of a contact person;
  - Certificate of appropriate liability insurance coverage;
  - Any licence or permit required by a government authority.

- Approval procedures require that where school facilities are permitted for use, a Custodian, security personnel or responsible person acceptable to the Superintendent of Facility Management Services, shall be assigned to the school site to protect the interests of the Board by specifically opening the school, providing access to appropriate areas, ensuring the security of the Board’s property, respond to any emergency situations and secure the school at the completion of the program. Any and all costs associated with additional Custodial Staff time required to accommodate a CUSF Permit Applicant shall be charged to the Permit Applicant at a rate determined by the Community Use of School Facilities Office.

- Administrative procedures, rules and regulations of the Community Use of School Facilities (CUSF) Policy are established and maintained to reflect the following:
  - CUSF Permit Applicants will be held responsible to the Board for costs associated with any and all damage to the buildings, facilities, playgrounds, parking lots, grounds, furniture or equipment.
  - Compliance with Board Policies on “Smoking Ban”, “Safe Schools”, “Substance Abuse”, “Harassment/Abuse & Neglect” and other applicable policies.
  - Compliance with all provincial and municipal fire safety standards and regulations.
  - All time limits as defined on the CUSF Permit issued shall be observed.
  - Appropriate notice period by the CUSF Permit Applicant for the postponement and/or cancellation of a CUSF Permit

- The person who signs a Community Use of School Facilities (CUSF) Permit shall be 18 years of age or older, accepts full and personal responsibility for the conduct and supervision of all persons admitted to school buildings and grounds, and is accountable for any and all damages as a result of the use of school property.

- The individual who signs a Community Use of School Facilities (CUSF) Permit must be in attendance on the school property during the times and uses to which the CUSF Permit applies, unless alternate satisfactory arrangements have been made with the Superintendent of Facility Management Services.
• Proof of appropriate insurance coverage as determined by and satisfactory to the Board shall be provided to the Board before a Community Use of School Facilities (CUSF) Permit is issued.

• The CUSF Permit Applicant shall pay a Security Deposit and the entire amount of the CUSF Permit cost in advance of the starting date of the Permit, unless alternate arrangements have been made with the Superintendent of Facility Management Services.

• No alcohol use shall be allowed on Board building, facilities or grounds, except school or parish events that are approved in writing by the Director of Education. All approved groups permitted to use Board premises for events involving alcohol must strictly adhere to all terms and conditions as outlined in the CUSF Policy and Administrative Procedures.

• Board approved events involving alcohol use shall adhere with all of the following terms and conditions. No exceptions. Failure by the Permit Holder to comply with any of the terms and conditions listed below may result in the cancellation of the CUSF Permit up to and including the denial of future use of Board facilities.

• No alcohol is to be served or consumed outside of Board buildings. Alcohol use at Board outdoor facilities or outdoor events involving alcohol is not authorized.

• Events that involve alcohol on Board premises require the purchase of an additional and separate Party Alcohol Liability (P.A.L.) insurance policy or separate and appropriate insurance coverage satisfactory to the Superintendent of Facility Management Services whose decision will be final. The insurance policy must have a minimum five million dollars ($5,000,000) coverage and name the Board as an additional insured. The full cost of this additional and separate insurance coverage shall be borne by the CUSF Permit Applicant. Proof of insurance shall be submitted to the CUSF office at least 30 days prior to the event date.

• A police officer(s) or a private security company, as approved by the Superintendent of Facility Management Services, is required for an event on Board premises which involves alcohol, for the duration of an event plus one (1) hour after the bar is closed. The cost of this additional security shall be borne by the CUSF Permit Applicant. Confirmation of additional security arrangements shall be submitted to the CUSF office at least 30 days prior to the event date. A Board approved list of private security companies is available from the Superintendent of Facility Management Services.

• Events involving alcohol shall be licenced with a Special Occasion Permit (S.O.P.) issued by the Alcohol and Gaming Commission of Ontario (A.G.C.O.), formerly the Liquor Licence Board of Ontario (L.L.B.O.)

• A copy of the Special Occasion Permit issued by the Alcohol and Gaming Commission of Ontario shall be submitted to the CUSF Office at least 30 days prior to the event date.

• All use of school facility events that involve alcohol, require all documentation as outlined in the Administrative Procedures to be submitted to the CUSF Office in one submission at least 30 days prior to the event date. Failure to provide the completed documentation to the satisfaction of the CUSF office 30 days prior to the event date may result in the cancellation of the permit request by the Superintendent of Facility Management Services whose decision will be final.
• The CUSF Permit Applicant shall submit evidence that an individual(s) has been deemed a Designated Driver(s) for the event to the CUSF Office at least 30 days prior to the event date.
• All applicable event costs payable to the Board shall be paid in full and in advance at least 30 days prior to the event date.
• A separate non-refundable Application Administrative Fee must be submitted at the time of the CUSF permit request and at least 90 days prior to the scheduled date of the event.
• Certified bartenders must be on site and responsible for the dispensing and handling of all alcohol products. The bartender(s) must have completed a Server Intervention Program (S.I.P.) such as Smart Serve™. Proof of S.I.P. Certification must be provided to the CUSF Office at least 30 days prior to the event date.
• The CUSF Permit Applicant shall sign the A.G.C.O. Special Occasion Permit Application and the CUSF Permit Applicant must attend the event and be responsible for making decisions regarding the operation of the event, unless alternate satisfactory arrangements have been made with the Superintendent of Facility Management Services.
• The Permit Applicant responsible for decision-making during the event must be able to assume the lead role in facilitating and controlling all aspects of the event. All event workers must also be available to assist in maintaining control at the event.
• If there is a violation of the CUSF Policy or Procedures by the CUSF Permit Holder while on Board premises, the Superintendent of Facility Management Services will conduct a review of the circumstances regarding the violation. Examples of serious violations include serving without a proper licence, alcohol served by untrained bartenders, loss of control, total neglect of the facility, etc. In these cases, rental privileges will be revoked indefinitely.
• A Board custodian(s) shall be on duty and will have the authority to demand corrective action by the CUSF Permit Holder and/or shut down the event. The Permit Applicant will pay all applicable custodial costs. No exceptions.
• The Board will not be responsible for any costs or losses incurred by the CUSF Permit Holder or their patrons or guests if Board staff deems it necessary to close down an event prematurely due to a violation of the CUSF Policy or Procedures while on Board premises.
• The determination of user group classification categories, rental rates, insurance rates, processing fees, custodial rates and other applicable costing shall be as outlined in the Administrative Procedures.
• The Director of Education shall ensure that administrative procedures to implement the Community Use of School Facilities Policy are established.
Appendix A

BOARD PERMIT CONDITIONS

1. Adult supervision for youth organizations shall be provided at all times.
2. Applicants shall be responsible for the conduct and supervision of all persons admitted to the school premises.
3. Use of facilities will be in accordance with the Education Act, Subsection 301 (2) of Part XIII and the Provincial Code on Conduct, 2012.
4. Custodians are to be on duty when required at the remuneration so indicated in the Board’s policy. Applicable charges determined by Board policy must be paid by the applicant.
5. The applicants’ failure to take proper security measures when leaving school premises shall result in the cancellation of this Agreement.
6. Use of the facilities is restricted to the purposes expressly stated on this form and to the areas, dates and times as approved by the Principal and/or the Board.
7. Use of the school equipment is not permitted and storage of applicants’ equipment on school premises is prohibited, unless such use of storage has been approved by a authorized Board Official.
8. Use of any narcotics as defined in the Narcotic Control Act is absolutely prohibited. Use of alcoholic beverages is strictly prohibited.
9. Games of chance, lotteries or gambling in any form, other than to raise charitable funds, are prohibited. All uses must comply with applicable statues.
10. Issuance of keys to applicants is prohibited.
11. The applicant shall be liable for, and shall be charged with, the full costs of repairs resulting from damage caused through use. All damages are to be reported immediately to the Principal or the Board.
12. The Board shall not be responsible for personal injury, damage or loss or theft of clothing or equipment owned by the applicant or persons associated with the applicants or anyone attending at the invitation of the applicants. The Board shall further be held free from all liability resulting from use of school facilities by the applicant.
13. The applicant must be 18 years of age or older.
14. The applicant shall ensure:
   a. That this group should not infringe on the time booked by any other group and that the school shall be vacated by the time indicated on the permit.
   b. That there is a no smoking permitted anywhere on school property.
   c. That the type of program or entertainment to be provided during the term of the license by the Applicant shall at all times confirm with the law and the rules and regulations of the Halton Catholic District School Board.
   d. That vehicles will be parked on school grounds is designated parking areas only.
   e. That no changes or alterations shall be made to any facilities unless expressly permitted and provided for in this Agreement.
15. The Applicant agrees to indemnify and save harmless the School Board from all losses, claims, demands, costs, damages, suits of whatever nature or kind which may arise as a result of the Applicant, its servants or agents, of the facilities licensed. The applicant shall provide, upon request, proof of comprehensive liability insurance in the amount of at least Two Million Dollars ($2,000,000.00). The insurance policy will name the Halton Catholic District School Board as an Additional Insured.

16. NOTWITHSTANDING the use granted by this license, facilities shall not be available on days during which schools have been closed by the Administration/Board because of inclement weather or other reasons. The Board does not undertake to provide snow plowing for applicants. School grounds shall be snow plowed according to the regular schedule established by the Maintenance Department of the board.

17. The Halton Catholic District School Board reserves the right to maintain supervision, care, custody and control of the facilities during the term of the permit through its employees or agents and the Board further reserves the right to revoke this permit at any time for any cause or causes which in its sole discretion may be deemed advisable through its employees or agents.

18. The term of yearly agreements shall be as negotiated with the Board and shall not exceed one school year in length.

19. New or renewal agreements shall be as negotiated with the Board each year.

20. Schools are closed during Christmas, March Break and Summer holidays and are not be used for any activity during this time unless such use is approved by an authorized Board Official.

21. School activities take priority at all times.

22. The Board, through the Director of Education or designate, reserves the right to withdraw the permission for school use at any time and change or cancel these regulations.

23. Maximum attendance at any facility shall be governed by Fire Regulations and all exits must be kept free from obstruction at all times.

24. Payments must be paid in advance for all Permits, unless alternate arrangements have been approved by an authorized Board Official.

25. When applicants are to be accepted under the sponsorship of a Department of Recreation, the permit must be signed by an official of that Department of Recreation.

26. This permit is invalid without authorized signatures.

27. All after hour’s use of schools during the school year Monday to Friday must end at 10:00pm and all persons must vacate the school premises.

Refund Policy

- Issued rental contracts may be cancelled through the online system with at least 10 working days’ notice prior to the booking date. Associated administrative fees will be applied.

- A credit will be applied to your account to offset any future purchases. Accounts that do not have a purchase balance will be refunded to the original credit card.

- Cancellations with less than 10 working days’ notice prior to the booking date will not be refunded or rescheduled.
Privacy Statement for the Rentals Application

This site was designed to manage aspects of booking Halton Catholic District School Board facilities and associated services. In order to meet this objective, you must voluntarily provide personal or confidential information.

The Halton Catholic District School Board along with the third party providers that manages this website and handles monetary transactions will:

- Hold in confidence and appropriately use personal and financial information collected.
- Not share this information with other unauthorized parties.

Upon termination of the business relationship, third parties will return information to the Halton Catholic District School Board and destroy information collected.

Any personal information you do provide is managed according to the Municipal Freedom of Information and Protection of Privacy Act and/or the Education Act.

The third party provider will promptly notify the Halton Catholic District School Board of any unauthorized release of this collected information.