



COMMUNITY USE OF SCHOOLS
AND SCHOOL USE OF COMMUNITY
FACILITIES

A Handbook for Reviewing and Developing Facility-Use
Policies, Procedures, and Agreements for Schools,
School Divisions, Municipalities, and Recreation
Commissions

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1.0 Foreword

In 2004, the Province of Manitoba created the Healthy Kids, Healthy Futures All-Party Task Force to consult with Manitobans on issues affecting children's health in the areas of nutrition, physical activity, and injury prevention.

The task force recommended increasing access to recreation facilities through the community use of schools, promoting the innovative design of new facilities, and encouraging activities that are less dependent on facilities, such as walking, cycling, and skiing. Specifically, it was recommended that

19. the provincial government work with school divisions and local governments to develop standards for community use agreements. These standards should help increase the shared use of community and school facilities by minimizing user fees, while allowing for flexibility based on local context and needs.

20. the provincial government work with school divisions to determine and address the financial costs of such agreements.

21. the provincial government require that designs for new schools, recreation facilities, and community centres include options for recreation, including things like tracks, walking trails and playgrounds. These facilities should be developed in consultation with communities and be open to all residents, including children, families and seniors.
(Healthy Kids, Healthy Futures All-Party Task Force 25)

The above three recommendations led to the creation of the Advisory Committee on Joint Use of School and Community Facilities (ACJUSC) with a mandate to consider ways of maximizing the joint use of community and school facilities and to provide advice with respect to implementing the recommendations made by the Healthy Kids, Healthy Futures All-Party Task Force. In turn, the ACJUSC recommended that:

The Province conduct a survey of school divisions and municipalities on user fees and policies related to community use of schools and school use of community facilities. The results of this survey would be used as a foundation for future policy development related to user fees and joint use agreements. (Manitoba Education, Citizenship and Youth 9)

This recommendation led to a call for proposals issued by Manitoba Education, Citizenship and Youth* in 2009. The contract to conduct the survey was awarded to the Canadian Council on Learning. The overall purpose of the survey was to gather information in connection with current user fees and policies related to the community use of school facilities and school use of community facilities. The survey was administered to all school divisions and municipalities in Manitoba between December 2009 and February 2010.

* Now Manitoba Education.

The ACJUSC further recommended that

the Province publish a handbook of recommended components to be considered for inclusion in community and school joint use agreements. One of the elements of the handbook could be a summary of existing joint use agreements that have proven successful. (Manitoba Education, Citizenship and Youth 9)

The present document is the direct result of this recommendation and focuses not only on joint-use agreements, but on all policies, procedures, and agreements related to community use of schools and school use of community facilities.

2.0 Purpose of the Document

This handbook has been created as a resource for the review, development, and implementation of facility-use policies, procedures, and agreements for community use of schools and school use of community facilities by schools, school divisions, municipalities*, and recreation commissions**. Many facilities are used quite extensively and a number of jurisdictions have policies and procedures in place for granting access, including joint-use agreements. Consultations and discussions with various stakeholders through the Task Force, the ACJUSC, and other platforms combined with the results of the aforementioned survey, support the need to review current practices to ensure the optimal use of facility spaces in all communities.

This handbook is founded on the following statement:

The Province of Manitoba believes that the use of public school and community facilities needs to be maximized to support the educational, recreational, social and cultural programming that can be offered during school hours as well as outside the regular instructional day. Consequently, the province strongly encourages and values partnerships between schools/school divisions, municipalities and recreation commissions with members of the greater community to promote wide and optimal use of facilities.

This handbook is intended to support school divisions, municipalities, and recreation commissions as they review, develop, and implement policies that establish procedures and agreements for facility use, particularly for joint use, that align with the information provided in this resource. Furthermore, the handbook reminds recreation commissions that ROP (Recreation Opportunities Program*) funding guidelines require that corresponding school divisions/districts (within a recreation commission) sign a formal

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- * In this resource, the term *municipality* can also refer to a city or a town.
 - ** In Manitoba, a recreation commission is an authorized body established by participating municipal authorities and corresponding school divisions to provide recreation leadership, programs and services for their residents.
 - * For more information about the ROP program, please consult the Manitoba Healthy Living, Youth and Seniors website at www.gov.mb.ca/healthyliving/recreation/partners_in_leisure.html.

agreement with the participating municipal authorities, outlining their respective roles and relationships and terms of reference for joint use of facilities.

Certain barriers stand out in regards to community use of schools and school use of community facilities. It is recognized there is often more school need and community demand than can be accommodated by school facilities. Availability is further reduced for community users during school breaks and holidays. School use of community facilities is also a challenge for schools due to the costs related to usage fees, transportation, time conflicts, and availability of space. In addition, facility-use policies, procedures, and agreements are often not well understood or consistently implemented, particularly in the application of usage fees and facility costs. There is considerable variability in the fees and costs both charged and incurred in the use of school or community facilities, and these fees and costs are often barriers both in the community use of schools and school use of community facilities. Finally, staffing (whether for supervisors, security personnel, or custodians) is an added burden of responsibility and cost carried by schools, community users of schools, municipalities, and recreation commissions.

There is therefore a significant need for harmonized policies around facility use and the implementation of formal facility-use agreements, particularly joint-use agreements between schools/school divisions and municipalities/recreation commissions. These policies must contain clear procedures around key issues such as usage fees and costs, prioritization of users, booking procedures, supervisory requirements, liability, and insurance. However, these also need to reflect the needs of the schools and communities they represent, allowing for flexibility.

To help youth and community members to gain access to local facilities in their pursuit of physically active and healthy lifestyles, it is important that policies, procedures, and agreements that maximize the use of school and community facilities are implemented along with cost-effective measures. This, however, requires the commitment and collaboration of the stakeholders involved. This handbook supports this vision and presents several of the principal elements that require attention in regards to facility use, such as local policies, the types of agreements used, and the main items to consider in establishing facility-use procedures and agreements that promote optimal use. A self-assessment tool has also been provided along with two sample joint-use agreements to support this process. These samples are provided as examples adapted from existing agreements for planning purposes, and represent agreements between a city recreation department and a school division and between a town and a school division.

3.0 Local Policies Related to Facility Use

Both schools and communities benefit from harmonized facility-use policies and procedures that are supported by formal agreements. Both parties also benefit when clear lines of communication are established to ensure that information is accessible and made

available to key stakeholders, with an aim to ensure maximum and optimal use of available facilities.

School boards in Manitoba generally have policies and procedures regarding the use and rental of school facilities, which may include references to joint-use agreements with the local municipality or recreation commission. These may need to be reviewed to align with the recommendations made in this handbook. School division policies and procedures, which are included in school division policy handbooks, may be viewed online through school division/district websites (see www.edu.gov.mb.ca/k12/schools/sb_contacts.html).

School board facility-use policies might include a number of the following:

- a general philosophy for determining use of school division buildings, schools, and facilities
- a priority order of groups having potential access to schools and facilities, with school programming for students having priority unless contractual obligations are in place, such as for daycare lease agreements
- operational guidelines for users, which may be centralized at the school board level or decentralized at the school level and might refer to the following: application, cancellation, and renewal procedures; responsibilities regarding communications among the school division, school, and community users; liability and responsibility for personal injuries and damages to facilities and equipment; the fee schedule for different group categories and time slots; and requirements regarding supervision and maintenance of facilities and activities
- leasing options, such as for daycares
- limitations as to the types of activities that are allowed or disallowed

Recreation commissions and other community organizations may also have policies and procedures regarding the use and rental of community facilities and the incorporation of joint-use agreements into their operations. Policies need to be developed through a consultation process with community members and/or groups, and other stakeholders, and through best practice guidelines, program requirements, or government regulation. For example, as previously mentioned, the creation of joint agreements is a condition for funding under the Province of Manitoba's ROP program. Policies will confirm the commission's procedures regarding facility allocation, user fees, supervision, and other items applicable to facility use.

4.0 Facility-Use Agreements

The granting of access to schools by community users and to community facilities by schools is achieved through a process that is consistent with local policies, procedures, and contractual agreements, which stipulate the terms and conditions for the use of these facilities. The design of the facility-use agreement will depend on the type of agreement

required, and the elements it contains will be specific to each school and community facility based on local needs and resources. The two main types of agreements are

- *two-way or joint-use formal agreement*: A formal agreement between the municipality, recreation commission, or other publicly owned/operated facilities and a school or school board stipulating joint access to facilities between school and community users.* This may also involve one *master agreement* and a number of *school-specific agreements* that are consistent with the terms and conditions of the master agreement.
- *one-way formal agreement*: A signed formal agreement between the municipality, recreation commission, or other community group organization and the school or school board regarding school use of municipal/community facilities or municipal/community use of school facilities (e.g., rental agreement). In place of a formal one-way agreement, jurisdictions commonly issue a *facility-use permit* that is consistent with existing policies and procedures.

Each school and community will have to determine what works for them – there cannot be a one-size-fits-all template. The Province, however, strongly advises all jurisdictions to formalize the use of facilities while still allowing for flexibility. Clear and timely communication is a key factor in promoting clear expectations and ongoing collaboration between parties. This includes appropriate consultation with all stakeholders (e.g., teachers, students, parents, and community members at large) in the development of policies, procedures, and agreements that promote wide and optimal use of facilities and, as recommended in the *Healthy Kids, Healthy Futures Task Force Report*, increased opportunities for physical activity and healthy lifestyle practice.

For larger jurisdictions, a master joint-use agreement at the school board or community level can be used to further develop specific school or community facility agreements. If a master agreement does not exist, a committee of representatives from schools, divisions, municipalities, and recreation commissions can be formed to develop key items needing to be included in a standard agreement. Issues such as programming or facility needs, costs, supervision requirements, and so on, should be discussed and agreed upon prior to being made formal in an agreement. This committee could then meet as part of an annual review process once the agreement is in place.

If key policies at the school/school board and/or community level have been established, success can be achieved by designating a lead person, such as a school division facility manager or a community recreation director who is specifically responsible for providing guidance and support to schools and communities in developing joint-use agreements. This person can also be responsible for ensuring that policies are implemented as decided and that procedures are followed. Additionally, this individual can provide in-person information or instruction where required.

* See Section 7.0 for two samples of joint-use agreements.

5.0 Developing Facility-Use Procedures and Agreements

Establishing facility-use procedures and formal joint-use or one-way agreements will be specific to each school/school board and community, municipality, and/or recreation commission based on local policies, needs, and resources. Through a collaborative approach between schools and communities, the review, development, and implementation of comprehensive facility-use procedures and agreements can be achieved while paying particular attention to the following areas, which are further discussed and outlined in this section of the document:

- 5.1 Prioritization of User Groups
- 5.2 Availability of Facilities
- 5.3 Formal Application Procedure
- 5.4 Communications (Booking, Scheduling, Cancellations)
- 5.5 Rental Fees and Costs
- 5.6 Staffing and Supervision
- 5.7 Safety and Security
- 5.8 Liability and Insurance
- 5.9 Provision of Equipment
- 5.10 Damages to Facilities and Equipment
- 5.11 Formalization of an Agreement

5.1 Prioritization of User Groups

School division policies need to indicate the order of priority for which school facilities are allocated for use both during and outside of school hours. School programming naturally has first priority unless otherwise indicated by a contractual agreement with outside groups, such as through daycare leasing agreements. The prioritization of user groups may also include categories such as youth groups, service clubs, division residents, and the general public. A collaborative approach between schools and communities will assist jurisdictions in providing equitable access to groups, even with extensive school programming.

In the case of community facilities, non-prime-time hours, which often fall during normal school hours, offer an opportunity for access by schools through a joint-use or one-way agreement. By clearly determining procedures around priority access, municipalities, recreation commissions, and community organizations can help encourage the use of these facilities by schools.

Facility-use agreements must be consistent with local policies, specifying priority as well as conditions and procedures for certain circumstances (e.g., pre-empting permits when

unforeseen or emerging needs arise, which would then also include provisions for an alternate location or time). The prioritization of users must also be subject to a regular review process, allowing fair access to new or emerging groups.

5.2 Availability of Facilities

Along with scheduling conflicts, the availability of space is regarded as a major barrier in meeting the demand for community use of schools and school use of community facilities. When school and community partners collaborate to develop a flexible plan, they are better able to address some of the barriers or concerns related to the availability of space. Because schools often provide extensive programming, it is helpful to determine when gaps in scheduling might occur. Schools could be made more available during winter, spring, or summer breaks. After-school programming prior to 6:00 p.m. in both schools and other community facilities, such as libraries, may also be considered to meet the needs of local at-risk students. In smaller or rural communities, the best available option to maximize the use of facilities is to share them among the user groups. Other concerns related to availability that need to be addressed through a collaborative process include under-equipped facilities, lack of access for individuals with disabilities or other limitations, and insufficient or inadequate resources needed to support desired recreational programming. Some solutions might include the provision for equipment rental services, access to changing rooms and on-site staff, or having proximity to public transportation in certain urban settings.

With regard to planning and operational procedures, a number of factors need to be considered that might work to increase availability and could be reflected as part of facility-use procedures and agreements. Some of these are addressed further in this section.

5.3 Formal Application Procedure

A formal application procedure needs to be in place and specified to ensure consistency and fairness in granting access to schools by community groups or access to community facilities by schools. Applications are submitted and reviewed according to a procedure that can include a review by an assigned group or individual and a clear communication process, including deadlines and timelines for responding. The decision to grant use of a facility is also subject to local policy regarding priority use.

An application form that includes the following can be used as part of the process:

- name of group requesting access (names and addresses of group members may be required if residency is a factor)
- name and address/phone number of group leader/supervisor
- name of school or community facility granting access
- time and date of rental for occasional use
- time and dates for regular use
- activity to take place
- all facilities to be used
- all equipment to be used

The permit issued would also include the following, along with a list of conditions of use:

- rental fee, if any
- acceptance of requirement to comply with conditions of use as set out in the agreement and school or community facility-use policy
- address/phone number of signature authorization

The application form can also serve as a reservation notice, allowing for the scheduling of the group into a regular requested time slot. In addition, the procedure for re-applying should be specified for further occasional use, as part of an annual process or if the activity changes.

5.4 Communications (Booking, Scheduling, Cancellations)

Clear and timely communication is a key factor in promoting clear expectations and ongoing collaboration between parties involved with facility-use agreements and permits. The following suggestions will ensure more effective communication:

- *Booking control:* Have a centralized booking system, and, for joint-use agreements, have one contact person (e.g., school principal and recreation commission director) in charge of booking facilities. The party responsible for booking then communicates the schedule to the other party on a regular basis.
- *Advanced scheduling:* Systematize the scheduling process by starting with regularly scheduled/annual events and working down to short notice/one-time-only events. Plan all special events and recurring events together at a convenient time and consider implementing a time rule for cancellations (e.g., 48 hours' notice), which permits time to consider late requests and/or reschedule.
- *Time encroachment:* Include a procedure in the agreement/permit for occasions when one group's scheduled activity spills over into another group's allotted time. Effective approaches include keeping the facility open longer than planned, proportionately reducing user fees for the affected group based on time used, or providing the affected

group with time on an alternate date. In some instances, this would also involve penalties or loss of rental privileges.

- *Booking restrictions:* Restrictions on access need to be limited but made clear to parties involved. These restrictions need to be based on the safety and suitability of the activity in the facility. Holiday restrictions and scheduled maintenance procedures need to be minimal in order to ensure that access is uninterrupted as much as possible during holiday and seasonal breaks. A confirmation for every booking should be required, and the cancellation of events should require a notice period.

5.5 Rental Fees and Costs

The rental or user fees to be charged as part of a facility-use agreement or permit need to be clearly outlined and consistently applied for all groups involved. These fees may tend to vary from one location to another due to a number of factors. Local policy may exempt certain community groups from paying fees to use schools, such as those within a joint-use agreement, non-profit groups, or groups with a majority of division residents. Reciprocally, rental fees paid by schools for community facilities may vary depending on the facilities used or may be waived during regular school hours, possibly as part of a joint-use agreement. Fees may need to be charged to offset the cost of operations, which may include facility maintenance, operation of grounds, equipment repair and replacement, as well as costs related to staff wages (e.g., supervisor, caretaker, security personnel, and where additional costs are incurred for specialized personnel such as lifeguards).

A detailed cost analysis related to facility use is necessary to establish a fee structure that is both fair and sustainable. It is critical to note that for schools and municipal facilities, the goal is not to generate funds for profit, but to offset the actual costs incurred and to determine who is responsible for their payment. The determination of the actual costs for operations, therefore, also needs to take into account the funding received for programming and facility development or maintenance. For a joint-use agreement, this would also include a comparison of the expenditures incurred in providing facility access to the partner to those saved in gaining cost-free access to the partner's facilities.

The Financial Reporting and Accounting in Manitoba Education (FRAME) system provides school divisions with a standardized method of accounting and financial reporting. The FRAME report (see www.edu.gov.mb.ca/k12/finance/frame_report/) contains facility operations information, such as the school division's maintenance costs per square foot, which can provide a baseline for calculating maintenance costs related to community use of schools.

Factors determining usage fees charged within a facility-use agreement/permit will include one or a combination of the following:

- fees waived for certain groups
- reciprocal use where the school has access to recreation facilities and the commission has access to school with no fees paid

- hourly rate according to time of day and group
- flat rate per group
- fees charged based on a lease agreement (e.g., daycare)
- general annual maintenance fee
- fees for use during school breaks
- actual costs for use (e.g., weekend custodial wages)
- payment required for all additional custodial costs incurred by granting access to the facility
- reduced cost of purchasing or repairing equipment through joint sharing (e.g., the recreation commission could take responsibility for certain outdoor sports equipment at no cost or at a greatly reduced fee to the school while the school could do the same for sound equipment owned by the school)
- payment by users of a percentage of the actual maintenance and utility costs, or specifically those incurred by opening the facility during non-prime-time hours

5.6 Staffing and Supervision

Experienced and well-trained supervisors during programs and events may be required, which could also include training to ensure the safety of users as well as the proper use of equipment. As a rule, custodians are not responsible for the direct supervision of the group or individual use of the facility. Procedures and agreements need to be explicit and clear regarding supervisory staff requirements and responsibilities, such as the following:

- number, age, type, and qualifications, which may vary according to the nature of the activity, age of the participants, and other circumstances
- time of arrival prior to event and conditions allowing departure (e.g., all participants have been picked up)
- duties, such as facility preparation, protection of equipment and facilities, monitoring of users and/or adjacent spaces, cleaning, maintenance, lock-up, and post-event report
- responsibilities and procedures for staff and supervisors as part of an emergency plan

The following provisions for additional staff will also be considered under certain conditions:

- assigning a custodian to provide access to facilities when a designated individual or staff member is unavailable
- assigning other alternate personnel/individuals to allow access during holiday breaks

5.7 Safety and Security

Provisions need to be made as part of the facility-use agreement/permit to ensure the safe and secure use of the facilities and their equipment. Issues to be addressed include the following:

- development of an emergency plan with clear responsibilities and procedures
- sufficient insurance and liability protection
- partial versus full access to the school or community facility (the facility spaces to be made available need to be identified along with provisions to limit or control access to other areas of the facility or building)
- reasonable access to those parts of the facility that would reasonably be expected to be provided for the health and well-being of facility users (e.g., washrooms)
- access to safety equipment and telephone when required
- protection of facilities and equipment
- proper levels of supervision during events or programs organized and offered by outside users
- safety of local students when providing access to school facilities by outside groups during regular instructional hours
- the decision whether or not to allow the sale of alcohol during events organized and run by outside users

5.8 Liability and Insurance

The Manitoba School Boards Association (MSBA) provides comprehensive general liability insurance protection of \$40 million* to all school divisions across the province. This coverage includes formally identified school programs, extracurricular activities, students using community facilities for school-related programming, and community organizations using school facilities outside regular school hours. Municipalities and recreation commissions outside of Winnipeg carry protection of up to \$20 million.

Where they do not already have coverage, school divisions are encouraged to offer information about insurance programs providing coverage (e.g., \$2 million) to community organizations when booking school facilities. Premiums are nominal, ranging from \$25 to \$150 per day and \$75 to \$500 per season for programs and events without alcohol, depending on the number of participants and the event/program itself.

Mechanisms need to be in place to allow for the proper assignment of liability for all uses made of facilities by a given user group over a determined period of time. The agreement/permit needs to clearly define the scope of the liability to which parties are

* The amounts of coverage quoted here are based on information received in January 2011.

being exposed and what liability outside users could and should reasonably be expected to assume when using school-based facilities. Other requirements that can be included as part of the agreement/permit include the following:

- public comprehensive liability insurance that covers injury, death, and property damage
- a statement that each party of a joint-use agreement will supply to the other an insurance certificate satisfactory to the other
- a statement that school insurance does not extend to cover recreation groups or that municipal insurance will extend to groups that are designated as parties that participate in activities sanctioned by the recreation commission
- a reminder to renters outside of recreation commission or school programming that they should be aware of their insurable status (A list of those programs operated by the recreation commission and therefore covered by the commission's insurance should be kept up to date.)

MSBA also provides an option to school divisions to purchase universal first-party student accident insurance. Every student within a division who chooses this option is covered without regard to fault, 24 hours per day, every day of the year, for all school activities (including out-of-class activities that have been approved for his or her physical activity practicum). Families may also obtain first-party student accident insurance coverage, which provides insurance coverage for students without regard to fault for any activity, whether school-related or not, 24 hours per day, every day of the year. Members of user groups in general may also consider accident insurance coverage, depending on the type of activity they are engaged in.

It should be noted that while waivers may be used and addressed by parties involved, the use of these should be avoided when participants are minors, as such waivers may go against the rights of participants and could therefore be unethical. The use of an informed consent form may offer a more suitable alternative. Ultimately, reasonable supervision, planning, and safety measures should be in place to help prevent accidents and injuries.

5.9 Provision of Equipment

Certain collaborative efforts must be made to support facility-use agreements/permits to ensure proper use of equipment or use of alternate equipment for community groups.

With the impact on financial resources needed to cover the costs of maintaining and/or replacing equipment over time as a result of added wear and tear due to use by school/community groups or users, the imposition of small fees or rental fees may help reduce the cost burden on schools. Misuse of equipment by community users may require detailed instructions as part of the agreement/permit or adequate supervision to reduce damage or excessive wear and tear on facilities or equipment. Provisions for storage of equipment reserved for school/community use may also be a consideration.

Access to community facilities by schools can also be impeded by equipment purchase or rental costs (e.g., life jackets for the use of a community pool) that place an excessive burden on schools. Once again, some collaborative planning or provisions within the agreement/permit can address this issue.

The facility-use agreement needs to specify whether or not the use of equipment is part of the agreement/permit and should specify exceptions to the rule. Other questions to consider include the following:

Will joint use extend to the use of each other's equipment?

- Will there be separate locked storage for equipment?
- Who will have responsibility for lock-up?
- What are the rules/conditions concerning the use of equipment?
- How will damage to the equipment or facility be reported?

5.10 Damages to Facilities and Equipment

The use of facilities and equipment by multiple users will inevitably lead to wear and tear, which may sometimes occur as a result of misuse. A provision in the agreement/permit should be included with regard to damage through normal wear, negligent wear, theft, and vandalism. A detailed procedure for reporting damages should be developed as well, including an assessment of the nature of the damage, a record of the date of occurrence, and the identity of the responsible party. A sign-out procedure before use with an equipment inspection after each use could also serve as a preventative measure. In general, the burden for repairing or replacing damaged equipment should be shouldered by the group or individual that is responsible for those damages. Obtaining comprehensive liability insurance that covers property damage should be encouraged.

5.11 Formalization of an Agreement

A number of elements will be included in a facility-use agreement to make it a formal, binding contract between parties. An effective formal agreement will

- identify all parties involved, such as the school division, school, municipality, recreation commission, or community group entering into the agreement
- identify the purpose of the agreement, which can be outlined using "whereas" statements to describe the context of the agreement
- include definitions of specific terms used in the agreement
- indicate relevant dates, such as when the agreement is signed and takes effect, as well as the agreed-upon duration when the agreement is to be reviewed
- include a listing of all the facilities and spaces to be used or shared under the agreement (entranceways and common areas may be taken for granted)
- include amendment and dispute resolution procedures as well as terms for termination

6.0 Self-Assessment Tool in the Granting of Access to Schools and Community Facilities

This self-assessment tool is intended to assist jurisdictions in a process of reviewing and developing facility-use policies, procedures, and agreements that ensure optimal use.

Indicate the extent to which your facility-use policies, procedures, and agreements include the following elements:	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	N/A Not Applicable
1. The granting of access to facilities is formalized and based on a collaborative process of development and implementation.					
2. The agreement or permit identifies the following: a. type of agreement/permit b. names of parties involved c. purpose of the document d. relevant definitions e. duration of agreement f. terms of termination					
3. The prioritization among user groups is clearly outlined.					
4. Facilities and spaces available for use or to be shared are identified, including time of use.					
5. A formal application procedure is in place and includes the following: a. name of group requesting access b. name of school or community facility granting access c. time/date of rental d. activity to take place e. all facilities to be used f. all equipment to be used g. rental fee, if any h. acceptance of requirement to comply with conditions of use as set out in the agreement and school policy i. address/phone number of signature authorization j. application form that can serve as a reservation notice, allowing for the scheduling of the group into a regular requested time slot k. re-application procedure, possibly on an annual basis or if the activity changes					
6. A centralized booking system is in place and includes the following: a. a clearly outlined chain of communication b. restrictions on access that are limited but clearly indicated c. time encroachment and cancellation procedures					

(continued)

Indicate the extent to which your facility-use policies, procedures, and agreements include the following elements:	A Strongly Agree	B Agree	C Disagree	D Strongly Disagree	N/A Not Applicable
7. Scheduling is systematized and ensures maximum use of facilities.					
8. Usage fees are based on actual operating costs and revenue received through funding or joint use (in kind).					
9. Rental fees and costs are clearly outlined and consistently applied.					
10. Accommodations are made to allow access to facilities during normal school breaks.					
11. Staffing and supervision requirements and qualifications are specified and include procedures to ensure compliance.					
12. Responsibilities of users are specified as needed in relation to the following: a. supervision requirements b. facility preparation c. cleaning up d. return of equipment e. locking up					
13. Provisions for safety and security are made as needed in relation to the following: a. users, guests, and spectators b. facilities and equipment c. theft and vandalism d. partial or full access to school or facility e. alcohol sales f. emergency procedures					
14. Liability and insurance requirements for all groups are specified and verified.					
15. Provisions for equipment are clearly indicated as needed in relation to the following: a. equipment supplied to users b. equipment not included or to be supplied by users c. storage d. proper use e. replacement due to wear/tear or misuse					
16. Responsibility and procedures for damages to facilities or equipment are clearly outlined.					

7.0 Sample Joint-Use Agreements

The joint-use agreements in this section are intended as examples only. They have been adapted from existing agreements and are provided for local planning purposes. The first represents an agreement between a city’s recreation department and a local school division. The second sample is an agreement between a town and a school division that are partners within a recreation commission. These agreements can be tailored to local needs and situations, such as for a district recreation commission that includes multiple municipal partners (e.g., one or more towns, rural municipalities, and school divisions). The references in the right column link the content of each agreement to the elements listed in the Self-Assessment Tool in section 6.0. These agreements presuppose that appropriate legal consultation has been received and that policies and procedures are in place to support their implementation.

1. DEFINITIONS	2
a. "Additional Services" shall mean those services beyond that which are regularly or normally provided to any group or individual using a facility, and shall include equipment rental and overtime staffing costs.	9, 11
b. "Excluded Areas" shall mean those areas of the facility that the Local Authority or Facility Manager feel should not be made available to the public.	4
c. "Local Authority" shall mean the legislative body responsible under the Province of Manitoba <i>Education Administration Act</i> or Activille for the physical assets under this agreement.	
d. "Normal School Hours" shall mean the hours between 8:30 a.m. and 6:00 p.m. on Monday to Friday of each week.	
e. "Normal School Year" shall mean from January 1 to June 30 and September 1 to December 31 of each year.	
f. "School Break Hours" shall mean from 8:00 a.m. to 1:00 a.m. on all days excluding statutory holidays when students are away for normal winter, spring, or summer breaks.	
g. "Normal Leisure Hours" shall mean from 4:00 p.m. to 1:00 a.m. on Monday to Friday of each week, plus 8:00 a.m. to 1:00 a.m. on Saturday and Sunday.	
h. "School Facilities" shall mean only SSD buildings and grounds used for teaching purposes plus that equipment that has been listed through normal facility reservation procedures as available to the public for leisure purposes.	4
i. "ARD Facilities" shall mean buildings and grounds managed by the ARD and developed for sport and leisure purposes, plus that equipment that has been listed through normal facility reservation procedures as available to SSD for leisure purposes.	4
2. ARD PROVISIONS	4, 6, 9
a. The ARD shall provide to the SSD, at no cost, ARD Facilities under the following conditions:	
i. That the facilities requested are booked through the normal facility reservation procedures used by the ARD;	5
ii. That the hours of use are during Normal School Hours;	4
iii. That the hours of use requested have not been previously reserved by other clients of the ARD as per ARD policy for priority use;	3, 6, 7
iv. That the booking does not require the ARD to assign additional personnel to the facility for the purposes of maintenance or to ensure the safety of the participants;	6, 13
v. That all supervision or instruction is provided by the staff of the SSD;	11

iv. That the booking does not require the SSD to assign additional personnel to the facility for the purposes of maintenance or ensuring the safety of the client;	6, 13
v. That all supervision or instruction is provided by the ARD or leisure group booking the facility;	11
vi. That the booking shall not require the SSD to pay overtime costs for its personnel;	6, 8, 9
vii. That the ARD or leisure group booking the facility adhere to all conditions as indicated through the normal facility reservation procedures of the SSD.	12, 15
4. GENERAL	
a. The SSD reserves the right to cancel an ARD or leisure group booking of a School Facility for a school activity by providing to the ARD or leisure group a minimum of five (5) days' notice of the cancellation.	3, 6
b. The SSD shall agree to provide, at cost to the ARD or leisure group, all necessary staff supervision in the event there is a legislative requirement for specialized personnel in the facility during use.	8, 9
c. The SSD shall agree to provide, at cost to the ARD or leisure group, all Additional Services requested by the ARD or leisure group in support of their planned activity.	8, 9
d. The SSD shall agree to provide, at cost to the ARD or leisure group, the use of School Facilities during School Break Hours as per the fee schedule established through the normal facility reservation procedures of the SSD.	10
e. The SSD shall agree to provide all facilities in a healthy and safe state and at a level of service consistent to that provided for the purpose of use by students.	13
f. The SSD shall agree to pay for damages to ARD Facilities by students, during their reservation, under the following condition:	16
i. The ARD can provide evidence that the damages occurred during a reservation of the SSD.	
5. JOINT PROVISIONS	
a. Program Additions and Substitutions. SSD and ARD agree that provisions shall be made for adjustments and accommodations to programs in consultation with appropriate personnel. Such changes may reflect curriculum needs on the part of the SSD or recreational programming needs on the part of ARD as they relate to the use of facilities. All such adjustments will be made jointly and cooperatively on the part of both parties.	1

<p>b. Resolution of Conflicts. In the event of conflicting views on the use of facilities, the SSD and ARD agree to resolve such conflicts via progressive protocol. All attempts shall be made to resolve situations at the most base level initially, progressing through levels (support/personnel, management, board) only upon finding that a satisfactory resolution cannot be found at the initial or previous levels.</p>	1
<p>6. INSURANCE AND LIABILITY</p>	14
<p>a. Both parties agree that SSD and ARD are each responsible to carry independent liability insurance in an amount sufficient to protect themselves during their own participation in any facility.</p>	16
<p>b. The SSD agrees it shall indemnify and save harmless the ARD from and against all claims, losses, costs, damages, and suits arising out of or related to the SSD's activities.</p>	16
<p>c. The ARD agrees it shall indemnify and save harmless the SSD from and against all claims, losses, costs, damages, and suits arising out of or related to the ARD's activities.</p>	16
<p>7. REVISION</p> <p>All the provisions and terms of this agreement shall be effective from the date of signing, and shall continue unless either party gives to the other party notice in writing of its desire to negotiate revisions in any given year. If such notice is received from either party, the parties agree to commence negotiations within 15 calendar days after such notice is received and make every effort to conclude a revised agreement.</p>	2
<p>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_____.</p>	1
<p>FOR THE CITY OF ACTIVILLE</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Date</p>	<p>_____</p> <p>Deputy Mayor of Activille</p> <p>_____</p> <p>Director of the ARD</p>
<p>FOR THE SUNNYLANE SCHOOL DIVISION</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Date</p>	<p>_____</p> <p>Chair of the Sunnyslane School Board</p> <p>_____</p> <p>Superintendent</p>

<p>AND WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the Town and the Division is necessary;</p> <p>AND WHEREAS, a joint-use concept can best provide for the usage, maintenance, and operation of existing public facilities for utilization by both Governing Bodies;</p> <p>AND WHEREAS, a joint-use agreement would also allow and encourage the Town and the Division to work together in planning and developing public facilities for joint use;</p> <p>AND WHEREAS, the Governing Bodies agree that coordinated and cooperative scheduling of public facilities is the best way to maximize the beneficial use of these facilities while ensuring that they are maintained as sustainable community assets.</p> <p>NOW THEREFORE, in consideration of the mutual promises contained herein, the Town and the Division do agree as follows:</p>	
<p>1. DEFINITIONS</p>	2
<p>a. "CAO" shall mean the individual appointed by the Council of the Town of the position of Chief Administrative Officer.</p> <p>b. "Designated Representative" shall in the case of the Division mean the Secretary-Treasurer or such other individual so designated by the Secretary-Treasurer and in the case of the Town shall mean the Director of Community Services or such other individual so designated by the Director of Community Services.</p>	
<p>c. "Division Facilities" shall mean tangible Capital Assets owned by the Division including land and buildings plus such other disposal assets deemed by the Division to be usable for Community Program purposes.</p> <p>d. "Governing Bodies" shall in the case of Division mean the Board and in the case of the Town mean the Council.</p> <p>e. "Superintendent" shall mean the individual appointed by the Board of the Division to the position of Superintendent of Central School Division.</p>	4
<p>f. "Town Facilities" shall mean tangible Capital Assets owned by the Town, including land and buildings plus such other disposal assets deemed by the Town to be usable for School Program purposes.</p>	4
<p>2. THE DIVISION FACILITIES AND PROMOTIONAL MATERIALS</p> <p>a. It is recognized that Division properties are intended primarily for Division purposes and for the benefit of individuals of school age. The Division will have priority use of all Division Facilities during school hours.</p>	3

<p>b. The Division will make available, at the request of the Town’s designated representative(s), and will have access to and be given priority use of the Division Facilities when the Division does not require the area for student use. First priority will always be for Division purposes and student use.</p>	3
<p>c. It is therefore agreed that, in planning programs and scheduling activities on Division grounds, the needs and opportunities of such individuals will be provided for.</p> <p>i. The Division shall make available to the Town any facilities that are suitable for community programs. Use of said facilities shall be in accordance with the policies and procedures of the Division for the use of Division Facilities, by the laws of the Province of Manitoba, and as otherwise provided for in this Agreement;</p> <p>ii. The Division shall allow distribution of the Town’s District Recreation Commission Guides four times per year to at least one child per family within each elementary school. All other requests for distribution of materials should be made through the Superintendent.</p>	4, 7, 10
<p>d. Division Facilities or portions thereof, under lease to third parties, are excluded from this agreement.</p>	4
3. THE TOWN FACILITIES AND PROMOTIONAL MATERIALS	
<p>a. It is recognized that the Town properties are intended for utilization by and benefit to residents of all ages. It is therefore agreed that, in planning programs and scheduling activities on Town property, the needs and opportunities of all age groups will be provided for.</p>	3
<p>b. The Town, at the request of the designated representatives of the Division, shall make Town Facilities, suitable for Division programs, available to the Division. Use of said facilities shall be in accordance with the policies and procedures of the Town in granting permits for the use of its facilities, and as otherwise provided for in this Agreement.</p>	4, 10
<p>c. Town Facilities or portions thereof, under lease to third parties, are excluded from this agreement.</p>	4
4. ADDENDA	
<p>a. The Governing Bodies may develop addenda to the Agreement to provide supplemental terms for specific facilities, which must be approved by each Governing Body, dated, and signed by both Governing Bodies and attached to this agreement.</p>	11, 12, 13, 15

<p>5. SCHEDULING</p> <p>a. The Division and the Town, through their designated representatives, will engage in joint and cooperative scheduling of facilities. For this scheduling, staff members will keep foremost in their thoughts and actions the needs of our youth. So that the taxpayers' investment is fully realized, every attempt will be made to maximize the use of public facilities.</p> <p>b. The Division and the Town shall designate representatives responsible for scheduling facilities. These representatives shall meet regularly as necessary to coordinate the scheduling of these facilities for use and maintenance activities in order to maximize the public benefit from these facilities while ensuring that the condition of these facilities is not degraded. In addition, these representatives shall develop standard use policies (e.g., facility development and maintenance standards) that can be applied to the facilities of both agencies.</p>	<p>5, 7</p> <p>6, 7</p>
<p>6. STAFFING</p> <p>a. The Governing Bodies of the facilities shall be responsible to ensure the provision of personnel to oversee the general access and security of their facility. The qualifications of these personnel shall be as per the minimum requirements of the Governing Body of the facility as outlined within the policies of the facility Governing Body and /or the laws of the Province of Manitoba.</p> <p>b. The Town shall ensure the provision of adequate adult supervision to supervise Town and Town-sponsored activities held in/on Division Facilities. The qualifications of the adult supervisors shall be determined by the Town or the governing authority for a Town-sponsored activity.</p> <p>c. The Division shall provide adequate personnel to supervise school activities held in/on Town Facilities. The qualifications of the personnel shall be as determined by the Division.</p> <p>d. The personnel, whether volunteer or employed by each Governing Body, shall act under the supervision, rules, and regulations of that Governing Body. The personnel of each party engaged in the performance of this Agreement shall not be considered employees or agents of the other party. Each Governing Body shall be responsible for the acts and omissions of its own officers, employees, and agents. Neither Governing Body is responsible for the acts and omissions of any person or entity not a party to this Agreement.</p>	<p>11</p>

7. FEES	8, 9
<ul style="list-style-type: none"> a. The facilities of the Division and the Town shall be made available at no charge during regular hours of operation (hours during which building maintenance or appropriate supervisory staff is usually scheduled). However, when additional staff is required or if a request for use falls outside of the regular hours of operation, a fee may be assessed to cover the actual cost of additional staffing or staffing the facility outside of regular hours. 	
8. DISPUTE RESOLUTION	2
<ul style="list-style-type: none"> a. In the event that a dispute arises as a result of the implementation of this Agreement, resolution shall be addressed by the Governing Body identified below in the following sequential order (as needed): <ul style="list-style-type: none"> i) Site-Based Supervisors ii) Designated Representatives of the Division and the Town iii) The Superintendent and the CAO iv) Division Board of Trustees and the Council of the Town v) An Arbitration Committee in accordance with the provisions of <i>The Arbitration Act of Manitoba</i> 	
9. REPLACEMENT OF MATERIALS/EQUIPMENT	15
<ul style="list-style-type: none"> a. The Town shall furnish and supply all expendable materials and equipment necessary for carrying on the Town-sponsored activities in the Division Facilities unless otherwise agreed. b. The Division shall furnish and supply all expendable materials and equipment necessary for carrying on the Division-sponsored activity in the Town Facilities unless otherwise agreed. 	
10. IMPROVEMENTS, MAINTENANCE, OPERATION, AND REFURBISHMENT	8
<ul style="list-style-type: none"> a. Subject to the written approval of the Superintendent or his/her designated representative, the Town may improve school grounds, athletic fields, and playground areas (including the installation of recreation equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate addenda to this Agreement. b. Subject to the written approval of the CAO or his/her designated representative, the Division may improve the Town Facilities (including the installation of school equipment). Ownership and maintenance of such equipment or enhanced facilities will be addressed in separate addenda to this Agreement. 	

<ul style="list-style-type: none"> c. It is further agreed that the plans, specifications, and standards for the placement of all equipment, facilities, and improvements upon said premises (whether permanent or temporary), and the type, design, and construction thereof, shall be approved in writing by the Governing Body owning the premises prior to any installation thereof, for which approval shall not be unreasonably withheld. d. The cost of maintaining, operating, and refurbishing specific improved areas shall be addressed in separate addenda to this agreement. e. The Town shall be responsible for litter control during scheduled or sponsored activities by the Town. Other users scheduled through the Town will have the same responsibilities. f. The Division shall be responsible for litter control during school-scheduled or school-sponsored activities. 	
<p>11. AGREEMENT DEVELOPMENT</p> <p>Representatives of the Division and the Town shall meet as necessary, but not less than once annually, to address the issues that may arise, and to discuss scheduling and maintenance issues, equipment replacement schedules, and potential co-funded capital projects. This Agreement and any addenda thereto shall be reviewed at least annually by these representatives.</p>	<p>2, 7, 15</p>
<p>12. EMERGENCY OPERATIONS</p> <ul style="list-style-type: none"> a. In an emergency situation where the Town requires use of the Division Facilities, assets, and personnel, all costs will be the responsibility of the Town. b. In an emergency situation where the Division requires the use of the Town facilities, assets, and personnel, all costs will be the responsibility of the Division. 	<p>9, 13</p>
<p>13. FACILITIES DEVELOPMENT</p> <ul style="list-style-type: none"> a. The Governing Bodies will involve each other in the planning and design development of new construction or a significant remodel of existing facilities. Upon request, the Superintendent or the Town CAO shall designate a representative of their respective Governing Body to participate in the project planning process of the other. The purpose of this participation shall be to provide input on facilities development, to explore opportunities to create multipurpose facilities, to avoid unnecessary duplication of facilities, and to facilitate construction project permits. 	<p>1</p>

<p>14. SUPREMACY OF ADDENDUM</p> <p>a. Should the conditions of any addendum to this Agreement conflict in part or in total with the terms hereof, then the conditions of the addendum shall control in relation to the specific properties and/or activities identified in the scope of such addendum. In addition, if the conditions of this Agreement or an addendum to this Agreement conflict in part or in total with Provincial laws or other governing statutes, then the other governing statutes shall control.</p>	<p>2</p>
<p>15. FORCE MAJEURE</p> <p>a. Neither Governing Body shall be held responsible or be considered in breach of this Agreement based upon events beyond their control or which could reasonably be considered unforeseeable including, but not limited to, natural disasters, mechanical or structural failures, or unusual athletic success.</p> <p>b. Each Governing Body shall endeavour to notify the other as early as possible should such an event occur or should the likelihood of such an occurrence increase. The Governing Body shall work to minimize the impact of such rare events on the rights and obligations articulated in this Agreement.</p>	<p>2</p>
<p>16. TERMINATION</p> <p>a. Either Governing Body may terminate this Agreement, as to any or all facilities, upon giving to the other party twelve (12) months' advance written notice of intention to terminate.</p>	<p>2</p>
<p>17. INDEMNIFICATION/HOLD HARMLESS</p> <p>a. The Division shall indemnify and hold harmless the Town, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the Division's use of the Town's facility or from the conduct of the Division's business, or from any activity, work, or thing done, permitted, or suffered by the Division in or about the Town's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the Town.</p>	<p>14, 16</p>

<p>b. The Town shall indemnify and hold harmless the Division, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the Town’s use of the Division’s facility or from the conduct of the Town’s use of the Division Facilities or from the conduct of the Town’s business, or from any activity, work, or thing done, permitted, or suffered by the Town in or about the Division’s facility, except only such injury or damage as shall have been occasioned by the sole negligence of the Division.</p>	
<p>18. INSURANCE</p> <p>a. The Division and the Town shall purchase and maintain for the duration of this Agreement general liability insurance.</p> <p>b. The insurance policies shall contain, or be endorsed to contain, that the insurance coverage of the party using the other’s facility shall be primary insurance for liability arising from such use of facility responsibility.</p>	<p>14</p>
<p>19. COMMON MAINTENANCE FUND</p> <p>a. The governing bodies in this agreement agree to establish a fund of \$10,000.00 annually for the purpose of common maintenance or improvements. Each Governing Body will provide \$5,000.00 to this fund.</p> <p>b. On an annual basis, on or before the 1st day of September, a meeting will occur to determine what projects will be approved with these funds.</p>	<p>8</p>
<p>20. NON-DISCRIMINATION</p> <p>a. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, colour, creed, national origin, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental, or physical handicap.</p>	<p>2</p>

<p>21. NOTICES</p> <p>a. Any notice required under this Agreement will be in writing, addressed to the appropriate Governing Body at the address that appears below (as modified in writing from time to time by such Governing Body), and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.</p> <p style="text-align: center;">The Division</p> <p style="text-align: center;">Central School Division (Address)</p> <p style="text-align: center;">The Town</p> <p style="text-align: center;">The Town of Our Place (Address)</p>	<p>2</p>
<p>22. SEVERABILITY</p> <p>a. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Town and the Division, who agree that the Agreement shall be reformed to replace such stricken provision or part therefore with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.</p>	<p>2</p>
<p>23. ENTIRE AGREEMENT</p> <p>a. This Agreement, including addenda, contains the entire Agreement between the Governing Bodies hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Governing Bodies hereto. Either Governing Body may request changes in the agreement. Proposed changes that are mutually agreed upon shall be incorporated by written amendment or addenda to this Agreement.</p>	<p>2</p>

IN WITNESS WHEREOF, the Governing Bodies hereto have caused this agreement to be executed on their behalf:

The Town of Our Place

Central School Division

Mayor

Board Chair

Chief Administrative Officer

Superintendent

8.0 References

Healthy Kids, Healthy Futures All-Party Task Force. *Healthy Kids, Healthy Futures Task Force Report*. Winnipeg, MB: Manitoba Health and Healthy Living, 2005. Available online at www.gov.mb.ca/healthykids/.

Manitoba Education, Citizenship and Youth. *Advisory Committee on Joint Use of School and Community Facilities. Final Report*. Winnipeg, MB: Manitoba Education, Citizenship and Youth, 2008. Available online at www.edu.gov.mb.ca/k12/docs/reports/use_facilities/index.html

Websites:

Manitoba Education, Financial Reporting and Accounting in Manitoba Education (FRAME) report: www.edu.gov.mb.ca/k12/finance/frame_report/

Manitoba Education, list of school division/district websites:
www.edu.gov.mb.ca/k12/schools/sb_contacts.html

Manitoba Healthy Living, Youth and Seniors, information about the Recreation Opportunities Program (ROP): www.gov.mb.ca/healthyliving/recreation/partners_in_leisure.html