

COMMUNITY USE OF SCHOOLS (CUS) PROGRAM TERMS & CONDITIONS

Preface

The Community Use of Schools Program (CUS) allows our Board to offer available space at many of our schools through our online permitting system. In doing so we are engaging communities, encouraging healthy living, and removing financial barriers so that all community members can enjoy the use of Sudbury Catholic School's spaces.

Definitions –

Permit Holder: The Organization Permit Holder acting on their behalf, or on behalf of their organization, will be 18 years of age or older and will be required to furnish proof of age upon request.

Organization Type:

- Group A: Non-Profit/ Charitable Organization – Children Groups (participants under 18 years old)
- Group B: Non-Profit/ Charitable Organization – Adult Groups (participants over 18 years old)
- Group C: Profit-making Groups and Organizations
- Group D: Board Partnerships – Joint Use Agreements (Childcare, Municipal/ Diocesan, Elections)
- Group E: Board/ School-related Groups (Internal Use)

Not-for-profit organizations: are entities, normally without transferable ownership interests, organized and operated exclusively for social, educational, professional, religious, health, charitable or any other not-for-profit purpose. A not-for-profit organization's members, contributors and other resource providers do not, in such capacity, receive any financial return directly from the organization.

A charitable organization: is an organization established and operated for charitable purposes that devotes its resources to charitable activities. The organization must be registered with Revenue Canada as a charity, under the Income Tax Act. Under the Ontario Charities Accounting Act, all charities operating in Ontario must be registered with the Public Trustees Office to be recognized as an incorporated charity.

Joint use: The Board recognizes the "Joint Use Agreements" (reciprocal agreements) with the municipalities, townships, and diocese. The uses under these agreements are at "no charge" unless there is a requirement for special arrangements for staffing or equipment.

Responsibilities: The Permit Holder acting on their behalf or their organization to whom a PERMIT FOR USE OF BOARD PROPERTY is issued will be required to:

- a) Maintain cleanliness of assigned areas (i.e., disposal of garbage, wiping spills, etc.).
- b) Arrange for the supervision and proper conduct of all people admitted on the school premises during the activity and ensure that all Terms & Conditions governing the Community Use of School Facilities are strictly observed and adhered to.

- c) Observe all fire regulations governing the use of public buildings such as keeping all exits free from obstructions at all times etc. All persons using Board facilities should be familiar with the Fire Emergency Procedures – Ontario Fire Code Reg. 2.8.2. See Appendix A – Fire Evacuation Procedure.
- d) Instruct members that vulgar and obscene language will not be tolerated on school premises.
- e) Ensure that proper footwear is worn in the gymnasium (non-marking athletic shoes).
- f) Adhere to Board's guidelines concerning Energy Conservation at all facilities where applicable, by switching off any lighting and/ or powered equipment once no longer needed.

General Conditions:

- a) The permitted organization is authorized to use the specified facility only on scheduled dates, scheduled times, and within the assigned space(s) as specified on the face of the Bookings portion of the Permit.
- b) The custodial cell phone number is available in the Comment section on the permit. The custodian shall be in charge of the premises at all times, and their instructions must be followed.
- c) The main entrance is the only authorized entrance for the facility.
- d) Custodial staff shall provide initial access to the facility no earlier than 20 minutes prior to the begin time and all users must vacate the premises no later than 20 minutes after the end time, both as specified on the face of the Bookings portion of the Permit. After initial access to the school is provided, the main entrance is to be supervised by a designated member of the group while other members are accessing the facility. The Permit Holder is responsible for ensuring that all participants have exited the building after each booking.
- e) Exterior doors to the school are to be kept locked at all times during the activity. The practice of "wedging" the door or placing objects to prevent the latching of the doors is not permitted.
- f) Only those washrooms identified on the Permit are to be used by group members.
- g) Use of any shower facilities is prohibited.
- h) Smoking and vaping and the use of marijuana products are strictly prohibited on school grounds and premises in accordance with Smoke-Free Ontario Act, 2017.
- i) The consumption of alcohol on Board facilities or properties is also strictly prohibited.

Parking: All parking and use of a parking lot is at the risk and responsibility of the community use group members, the owner and/ or the driver of a vehicle.

Healthy and Safe Work Environment: The Sudbury Catholic District School Board supports a healthy and safe working environment for all our employees. We expect that all community users of our facilities will always extend reasonable common courtesy and respect, and will refrain from any acts of aggression, harassment, or violence towards any member of the SCDSB community (staff, students, visitors, contractors, etc.).

Liability Insurance:

- a) All groups/ organizations are contractually obligated to maintain general liability coverage of no less than \$2,000,000 per occurrence, with the Sudbury Catholic District School Board identified as additional insured, for the entire period covered by this permit.
- b) Groups who do not have access to liability insurance can purchase coverage through the Board's insurance carrier applicable to the permitted activity, subject to a list of pre-determined activities, exclusions, and rating schedule. Follow the OSBIE link provided here to apply and/ or for more information:
- Permit holders can apply for coverage anytime, 24/7, by visiting: osbie.ca/FacilityUserInsur
 - For more information, please contact info@osbie.ca

Damages, Loss, Breakage: The organization Permit Holder acting on their behalf or on behalf of their organization will be held liable for any, and all damage, loss and/ or breakage resulting from the use of the school premises and/ or equipment owned by the Board. Damage Fees will apply.

Injury/ Incident Reporting: The Permit Holder is responsible for reporting any/ all injuries or incidents of a serious nature immediately to the SCDSB custodial staff on site. The Permit Holder is also required to provide a follow-up report to the Board contact within 24 hrs. via the Discussion Tab on the permit or via email. Lastly, the Permit Holder is responsible for reporting the occurrence via the IRC portal (applicable for OSBIE insurance certificate holders only) at: osbie.ca/FacilityUserInsur.

Waiver: The Organization Permit Holder acting on their behalf or their organization to whom a PERMIT FOR USE OF BOARD PROPERTY is issued, will agree that it will indemnify and save harmless the Sudbury Catholic District School Board from any and all liability, damage, and expense, cause of action, suits, claims or judgments arising from injury to person or property or death in the assigned school or property.

Equipment:

- a) Equipment may be made available based on school approval. A request to use the school's equipment (i.e., nets/ balls/ poles etc.) must be selected during the permit application process, fees may apply. Finally, groups with their own equipment may request to store equipment, and this will be contingent upon space available without interfering with the regular school operation, health and safety requirements, or fire regulations.
- b) Authorized use of the school's equipment requires user group to always return the equipment to its original storage following the scheduled activity.

Food & Drink:

Food and Drink are typically not allowed on site with the following exceptions:

- a) Bottled water is acceptable.
- b) A permit from the Public Health Sudbury & District is required when serving food that is not prepared and catered by a licensed establishment. (Special Function Only).

Fees and Payments:

- a) All Fees shall be determined by the Board and applied to all authorized users based upon an annual Schedule of Fees. The Board reserves the right to adjust user fees annually or as may be determined from time to time. Please see Table 1 – Schedule of Fees below.
- b) Credit Cards are the exclusive method for payment. All Permit Holders must provide valid credit card information at the time of account registration and update as required.
- c) Users will have the option to be billed on their credit cards automatically every month or as a single transaction at the time of permit approval. Users can review their statements via their on-line profile.
- d) All permits will be charged the current administration fee.
- e) Cancellation fees may apply based on the provisions as set out below.
- f) Equipment fees will be charged per booking (for use of nets, poles, etc.) as applicable.
- g) Custodial fees will be charged on all weekend permits. A minimum 4-hour charge per booking will apply.

Space Availability & Cancellations:

- a) Bookings are not permitted on Professional Activity (PA) days, statutory holidays including adjacent weekends or during the Christmas, March or summer breaks.
- b) Board-sponsored activities and school activities have precedence over all external users. Should the Board/ School require a facility presently in use by a Community Use of School Group, the Board reserves the right to reschedule, cancel or relocate permit holders. The Board will make attempts to find alternate space for those permits/ bookings impacted.
- c) All permits are issued at the School Board's sole discretion. The Board will determine the appropriateness of an application for use based on the activity type and facility requested. The School Board reserves the right to cancel a permit/ booking without prior notice.
- d) Permit Holders are responsible for providing reasonable notice of booking cancellations if required. Rental Fees will still be applied if reasonable notice is not provided. For weekend bookings where custodial fees apply, Permit Holders will be responsible for providing notice of cancellation by no later than 12:00 PM on the preceding Friday.

Prohibited Activities:

- Overnight stays
- Private parties
- Inflatables (Bouncy castles)
- Pyrotechnics
- Contact sports (such as Wrestling, Full Contact Martial Arts, Karate, Judo, Kickboxing, Boxing, etc.)

- Other activities at the Board's discretion (such as indoor Baseball/ Softball, Dodgeball, Skateboarding, Biking, Rugby, Football, Archery, Fencing, Drones, Gymnastics, Cheerleading, Roller Derby, Welding, Axe Throwing, Paint Ball, Bazooka Ball, etc.)

Annually, the organization Permit Holder on their behalf or behalf of their organization/ group, are required to read, and acknowledge the Terms & Conditions governing the Community Use of School program which appears herein and agree to conform thereto and to be bound thereby. Failure to abide by the Terms & Conditions and all other regulations governing the use of school facilities may result in the immediate cancellation of permits/ bookings by the Sudbury Catholic District School Board.

APPENDIX A

EVACUATION PROCEDURE

IN CASE OF FIRE or SMOKE

LEAVE FIRE AREA IMMEDIATELY
ACTIVATE FIRE ALARM VIA NEAREST PULL STATION
CALL 9-1-1
CLOSE ALL DOORS
EVACUATE BUILDING IMMEDIATELY VIA NEAREST EXIT
REMAIN CALM

UPON HEARING THE FIRE ALARM

EXIT BUILDING VIA THE NEAREST EXIT
DO NOT USE ELEVATOR
DO NOT STOP TO RETRIEVE POSSESSIONS
IF YOU ENCOUNTER SMOKE IN STAIRWAY USE ALTERNATE EXIT
CLOSE ALL DOORS BEHIND YOU
PROCEED TO DESIGNATED ASSEMBLY AREA
REMAIN CALM

IF THERE IS SMOKE or FIRE BEHIND DOOR

CLOSE DOOR AND REMAIN IN YOUR AREA
SEAL ALL OPENINGS TO PREVENT SMOKE FROM ENTERING AREA
DIAL 9-1-1 IF POSSIBLE TO ALERT THE FIRE DEPARTMENT AND GIVE YOUR EXACT LOCATION; OTHERWISE REMAIN CALM AND WAIT TO BE RESCUED

PROCÉDURE D'ÉVACUATION

EN CAS D'INCENDIE OU DE FUMÉE

QUITTEZ IMMÉDIATEMENT LA RÉGION DU FEU
ACTIVEZ LE SIGNAL D'INCENDIE À LA STATION D'ALARME LA PLUS PRÈS
COMPOSEZ LE 9-1-1
FERMEZ TOUTES LES PORTES
QUITTEZ L'IMMEUBLE PAR LA SORTIE LA PLUS PRÈS
DEMEUREZ CALME

DÈS QUE VOUS ENTEDEZ L'ALARME

QUITTEZ L'IMMEUBLE PAR LA SORTIE LA PLUS PRÈS
N'UTILISEZ PAS L'ÉLÉVATEUR
NE RETOURNEZ PAS POUR RÉCUPÉRER VOS POSSESSIONS
S'IL Y A DE LA FUMÉE DANS LES ESCALIERS, TROUVEZ UNE SORTIE ALTERNATIVE
FERMEZ TOUTES LES PORTES DERRIÈRE VOUS
PROCÉDEZ À LA ZONE DE RASSEMBLEMENT INDICUÉE
DEMEUREZ CALME

S'IL Y A FUMÉE ou FEU DERRIÈRE LA PORTE

FERMEZ LA PORTE ET RESTEZ OÙ VOUS ÊTES
SCELLEZ TOUTES LES OUVERTURES POUR ARRÊTER LA FUMÉE D'ENTRER
COMPOSEZ LE 9-1-1 SI POSSIBLE POUR AVERTIR LES POMPIERS ET DITES-LEUR EXACTEMENT OÙ VOUS ÊTES ET DEMEUREZ CALME

TABLE 1

Community Use of Schools (CUS)
Schedule of Fees, 2026-2027

Organizational Type (Group)

- A. Non-Profit/ Charitable Organizations - Children Groups (participants under 18 years old)
- B. Non-Profit/ Charitable Organizations - Adult Groups (participants over 18 years old)
- C. Profit-Making Groups and Organizations
- D. Board Partnerships - Joint Use Agreements

Organizational Type (Group)	A	B	C	D
Rental Fee (Per Hour) <i>Subsidy Rate</i>	\$20.00 100%	\$20.00 n/a	\$40.00 n/a	\$20.00 100%
Custodial Fee – WEEKENDS (Per Hour) * * 4-Hour minimum charged (per booking day) <i>Subsidy Rate</i>	\$45.00 n/a	\$45.00 n/a	\$45.00 n/a	\$45.00 100%
Admin Fee (Per Permit) <i>Subsidy Rate</i>	\$30.00 100%	\$30.00 n/a	\$30.00 n/a	\$30.00 100%
Equipment Fee (Per Booking) <i>Subsidy Rate</i>	\$5.00 100%	\$5.00 n/a	\$5.00 n/a	\$5.00 100%
Cancellation Fee (Per Booking)	\$15.00	\$15.00	TBD	\$15.00
Damage Fee	TBD	TBD	TBD	TBD