

FACILITY USE POLICY

Opaskwayak Educational Authority Inc.

2014



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1.0 AUTHORITY

- 1.0.1 Opaskwayak Educational Authority Inc. (OEA) has the responsibility and mandate to manage and maintain OEA facilities, THEREFORE, a Policy is required to set out the criteria, processes and guidelines.
- 1.0.2 The Facility Use Policy is created in order to manage the many activities that take place at the various facilities under the management of OEA.
- 1.0.3 This Policy shall be utilized as a guide for processing application for use of any of OEA's facilities which will include setting rules and fees.
- 1.0.4 OEA has the authority to exercise rights as per any collateral agreement entered into for the use of any OEA facilities.
- 1.0.5 This Policy shall be adhered to by all users of the OEA facilities.

2.0 RATIONALE

- 2.0.1 OEA endorses the concept of school/class fundraising activities.
- 2.0.2 There are various times within the school years where fundraising will be required, for unbudgeted OEA expenses.
- 2.0.3 OEA Board recognizes the notion the OEA Facilities are owned and operated by and for its community of OCN and the OEA Facilities become an integral part of the community in terms of its intellectual and social expression and development. To this end, the OEA Board encourages the public use of OEA Facilities.
- 2.0.4 This policy will enable all those responsible for school activities to use the facility in a safe, secure and maintained manner.
- 2.0.5 This policy shall assist the school and staff to decrease the damage created as a result of allowing external user groups who utilize the school facilities.

3.0 DEFINITIONS

- 3.0.1 Damage Deposit - is a fee assessed and payable upon applying for use of an OEA facility, where applicable. This fee will be refunded if there are no damages.
- 3.0.2 Non-OCN Entities – are those organizations or groups that are not direct subsidiaries of OCN.
- 3.0.3 OEA Facilities – includes Joe A. Ross School and ground, Oscar Lathlin Collegiate and grounds, OEA Saskram Cultural Camp, Off-Campus Building, Jake Constant Bus Facility and OEA Office Boardroom.
- 3.0.4 OEA Schools – include Joe A. Ross, Oscar Lathlin Collegiate, OEA Saskram Cultural Camp, and Off-Campus Building.
- 3.0.5 OCN Entities – includes all Divisions and Departments of OCN including all subsidiaries.
- 3.0.6 Rent – is a non refundable charge assessed for the use of OEA Facilities.

3.0.7 Security – is the employee assigned to watch over the facility.

4.0 APPLICATION FOR USE

4.1 Criteria

- 4.1.1 The criteria required for processing an application for use of the OEA facility, shall be that the applicant:
- a. make inquires of available sites and time with the appropriate OEA Administration;
 - b. will fill out an application form;
 - c. shall provide information such as the date, time, type of event, and a brief description of the purpose of the use; and
 - d. will provided details regarding chaperone(s), and teacher(s).
- 4.1.2 All applications must be submitted to Administration at a minimum of one (1) week in advance.
- 4.1.3 The Administrator in charge of the particular facility will be responsible for approving the use along with terms and conditions that user will need to abide by.
- 4.1.4 An agreement will be signed by the Administrator and the applicant, and such agreement must be presented to OEA personnel prior to occupying the facility.

4.2 Responsible Personnel

- 4.2.1 The personnel responsible for approving the use of the following facilities includes, but is not limited to:
- a. the School Administrators of Joe A. Ross School and Oscar Lathlin Collegiate will be responsible for approving the function at their particular school, during the school year – September to June;
 - b. the OEA Saskram Cultural Camp and the Off-Campus Building, the School Administrator for Joe A. Ross School in consultation with the School Administrator of Oscar Lathlin Collegiate will approve functions, during the school year – September to June;
 - c. the Operation & Maintenance (O&M) Supervisor will be responsible for approving functions during the months of July and August for use of the facilities listed in 4.2.1 a. and b.;
 - d. the Transportation Supervisor will be responsible for approving functions for the Jake Constant Bus Facility;
 - e. the Director of Education, or designate will be responsible for approving functions at the OEA Office Boardroom.

4.3 Community Event Calendar

- 4.3.1 The booking of OEA Schools for functions shall be posted on a Communication Event Calendar, via the school intranet.
- 4.3.2 The use of the Community Event Calendar will be used by both schools to assist in the management and booking of functions during the months of September to June of each year.

5.0 TERMS AND CONDITIONS

5.1 OEA Facilities

- 5.1.1 The terms and conditions for use of all OEA Facility including the building and/or outside grounds for fundraising during school hours or after school use will:
- be well organized;
 - be non-alcoholic related activities;
 - use the facility within the timeframe approved;
 - ensure that the facility is left in the same condition as it was prior to the function.

5.2 OEA Schools

- 5.2.1 OEA School Facilities refers to Joe A. Ross School and grounds, the OEA Saskram Cultural Camp, Off-Campus Building and Oscar Lathlin Collegiate and grounds.
- 5.2.2 The following is a list of order of priority for users of OEA Schools:
- school-sponsored activities and events;
 - continuing education (Adult Ed., Partnerships);
 - youth groups;
 - OCN Community adult groups;
 - Non-OCN Entities and groups.
- 5.2.3 For large scale functions, the use of OEA facilities shall be approved by the OEA Board of Directors. Examples of large scale events are indigenous games, Indian Days, Pow-wow, etc.
- 5.2.4 During school hours, OEA Schools are used for school purposes, primarily between the hours of 7:00 a.m. to 6:00 p.m. except for statutory holidays and school breaks.
- 5.2.5 Where there may be unforeseen or emerging need for a school event or activity, that function will supersede a community groups or non-OCN entities/groups usage of the facility.
- 5.2.6 When OEA Schools may be closed due to weather conditions, all events and activities will be cancelled.
- 5.2.7 A ratio of eight (8) students to one (1) chaperone is required for events other than field trips. The name(s) of the chaperone(s) will be submitted to Administration to ensure that appropriate checks are completed.
- 5.2.8 School activity functions must ensure that a teacher is always present during the event.
- 5.2.9 Where the function or event is not school related, supervision is mandatory. The specific number shall be agreed upon prior to entering into a signed Agreement.
- 5.2.10 The O&M Supervisor shall be informed by School Administrator of all approved functions at OEA Schools.
- 5.2.11 The O&M Supervisor will provide designated personnel to ensure that there is security for all functions held at OEA Schools.
- 5.2.12 Users will only be allowed to use the Facility within the scheduled time allotment.

- 5.2.13 Should a major incident happen during a school sponsored event, it is the responsibility of the supervisor to deal with the issue immediately. The supervisor will:
- as soon as possible, contact the School Administration to seek further direction;
 - report to the appropriate authority for immediate action of any criminal offences;
 - submit an incident report.

5.3 Jake Constant Bus Facility

- 5.3.1 Jake Constant Bus Facility may be made available for rent during April to October, ONLY.
- 5.3.2 The terms and conditions for use of facility will:
- be for non-alcoholic related activities;
 - be held within the timeframe approved;
 - provide and remove their own porta-potty(s) as per regulation requirements (Cree Nation Tribal Health for capacity standards);
 - ensure that the facility is left in the same condition as it was prior to the function.
- 5.3.3 The Transportation Supervisor will ensure that security is provided.

5.4 OEA Office Boardroom

- 5.4.1 Use of OEA Boardroom may be made available for use such as holding meetings.
- 5.4.2 The terms and conditions for use of Boardroom will:
- be that the users bring their own refreshments;
 - if meetings are after office hours, exit must be through the OEA office side door;
 - ensure that the facility is left in the same condition as it was prior to the function;
 - pay any fees or rent, prior to the use.

5.5 OEA Saskram Cultural Camp

- 5.5.1 The following is a list of order of priority for users of OEA Saskram Cultural Camp:
- Oscar Lathlin Collegiate Land Based Education classes from November to the end of April; (Trapping Season)
 - school-sponsored activities and events;
 - continuing education (Adult Ed., Partnerships);
 - youth groups;
 - OCN Community adult groups;
 - Non-OCN Entities and groups.
- 5.5.2 Trappers Code
As part of the Trappers Code of living, we will ensure sustainability of the environment and facilities by:
- Replenishment of supplies used;
 - Respect for the land;
 - Respect of the facilities;
 - Clean up after yourselves before leaving.

6.0 SECURITY FEES AND CLEANING FEES

- 6.0.1 No Security Fee is required for school functions or activities.
- 6.0.2 For the non school functions or activities, payment of a Security Fee and Cleaning Fee will be assessed at established rate.

7.0 DAMAGE DEPOSITS

7.1 General

- 7.1.1 A Damage Deposit that is assessed will be refunded if there are no damages to the facility and there is no major clean-up required.
- 7.1.2 Damage Deposit is not required for school functions or activities.

7.2. Non-School Function/Activities

- 7.2.1 OEA Schools
 - a. a Damage Deposit of \$400.00 will be assessed.
- 7.2.2 Jake Constant Bus Facility
 - a. a Damage Deposit of \$400.00 will be assessed.
- 7.2.3 OEA Office Boardroom
 - a. no damage deposit required.
- 7.2.4 All assessed Damage Deposit shall:
 - a. make payment by cash, certified cheque or money order;
 - b. be made payable upon approval of application at the OEA Administration Office or by mail to P.O. Box 10370, Opaskwayak, Manitoba, R0B 0J0;
 - c. have an inspection of the OEA Facility will be conducted prior to the function of the facility;
 - d. have an inspection of the OEA Facility will be conduct at the end of the function.

8.0 RENT

8.1 Purpose of Rent

- 8.1.1 Rent charges assessed are for cost recovery basis:
 - a. use of a facility is for personal or "for profit";
 - b. use of the facility is requested for "outside regular hours" (eg. Saturday, Sundays, holidays, school closure);
 - c. to off-set maintenance, security and custodial time required to set up/take down of equipment use and monitor the function during the event.

8.2 OCN Entities

- 8.2.1 OCN Entities, rent will be reduced by ½ of the amount charged to Non OCN entities.

8.3 Non OCN Entities

- 8.3.1 OEA Schools, a rental rate of:
 - a. \$350.00 a day; or
 - b. \$175.00 Evening or ½ day rate

- OEA School grounds, a rental rate of:
 - a. \$200.00 for weekend
 - b. \$350.00 (Non-OCN League games associated outside OCN)
- 8.3.2 Jake Constant Bus Facility, a rental rate of:
 - a. \$400.00 a day for Dry Dance and Bingo
 - b. \$ 75.00 for Square Dance Practices and Meetings.
- 8.3.3 OEA Office Boardroom, a rental rate of:
 - a. \$60.00 a day; or
 - b. \$40.00 for evening and 1/2 day use.

9.0 CONSEQUENCES

- 9.1.1 Where extreme damages have resulted during an approved function, and there is no Damage Deposit or Rent assessed, the following shall be considered by the appropriate Administrator to serve as reprisal:
 - a. students of the school(s) will be dealt with as per Discipline Policy;
 - b. staff shall be dealt with as per Personnel Policy;
 - c. the Users privileges for use of facility may be denied for future functions.
- 9.1.2 Extreme damages resulting from function used by external users and the damages exceed the damage deposit, future use of any of OEA's facilities will be denied for a period of 12 months.

10. LIABILITY

10.1 INDEMNITY

- 10.1.1 All applicants for the use of OEA Facilities shall hold OEA Board free and without harm, from any loss or damage liability or expense that may arise during such use or occupancy of OEA Facilities.
- 10.1.2 In the event that property loss or damage is incurred during such use or occupancy of the OEA Facilities, the amount of damage shall be decided by the Director of Education and approved by the OEA Board. A bill for damages will be presented to the group using or occupying the OEA Facilities during the time of the loss or damage was sustained.

10.2 Insurance

- 10.2.1 Non-OCN Entities and organizations are NOT covered under the OEA liability insurance, and should therefore obtain liability insurance for their functions/activities.
- 10.2.2 The liability insurance coverage for those Non-OCN Entities to protect themselves from lawsuits for injuries should be a minimum of \$1,000,000.

10.3 Privileges

- 10.3.1 User groups who do not comply with this "Facility Use Policy" may lose their privileges.

APPENDIX II APPROVAL AGREEMENT

OPASKWAYAK EDUCATIONAL AUTHORITY INC.

FACILITY USE AGREEMENT

THIS AGREEMENT made this _____ Day of _____, 20 ____

BETWEEN _____
(hereinafter referred to as "the Renter")

AND OPASKWAYAK EDUCATIONAL AUTHORITY INC.
(hereinafter referred to as ("OEA"))

WHEREAS Opaskwayak Educational Authority Inc. has approved Facility Use Policy, dated _____, 2013.

WHEREAS the Renter has applied to rent the Facility from OEA.

DEFINITIONS

- A. Facility – includes the buildings, grounds, and premises
- B. Terms – is the date or period in which the event(s) take place.

In consideration of the rents, Terms and Conditions contained in this Agreement are the parties covenant and agree to as follows:

1. The Terms of the Agreement shall be from _____ (a.m./p.m.) on the ____ day of _____, 20____ to _____ (a.m./p.m.) on the ____ day of _____, 20____.
2. No access to the Facility will be permitted after the Term of this Agreement expires.
3. The Renter takes full responsibility for the actions of all persons on the Facility and grounds during the rental Term:
 - a. Security Fee of \$_____ payable upon signing of this Agreement
 - b. A Damage Deposit of \$_____ is payable upon signing of this Agreement
 - c. Rent in the amount of \$_____ must be paid at least one day prior to the function, if not paid then access to the facility will be denied.
4. Payment in full must be made payable to OEA for access to the Facility as agreed above.
5. The Facility will be used for the purpose of _____ and no other use is permitted.
6. Any damages, items missing or stolen from the Facility or grounds during the Term of this Agreement, including any items left in/on the Facility or grounds from the date and time of prior access to the Facility to the actual Term of this Agreement, are the Renters responsibility.
7. Absolutely no alcohol will be allowed.
8. The Renter must leave the Facility in an acceptable condition after the event. Removal of all garbage incurred during Rental Term is the Renters responsibility.
9. Where application, Port-a-potty's are the sole responsibility of the Renter. Sufficient number of port-a-potty's agreed to by the Renter and OEA is _____. Cleanup and removal of all port-a-potty's will be the responsibility of the Renter.
10. Keep the Facility and grounds clean and clear of all obstructions.
11. Inspection of the _____ Facility prior to and after the event will be completed by the _____ or designate and a representation of the Renter.

12. The Renter assumes full responsibility for the actions of all persons attending the event. Contravention of any or all Terms and Conditions will cause the Renter to forfeit the damage deposit.

FOR NON-SCHOOL FUNCTIONS AND NON-OCN ENTITIES, #13 & 14 OF THIS AGREEMENT WILL APPLY.

13. The Renter _____ shall indemnify and save harmless Opaskwayak Educational Authority Inc. against and from all loss, costs and expense arising out of the use of the _____ facility located at ____, Waller Road, OCN Reserve 21E for the purpose of _____.
14. The Renter shall indemnify Opaskwayak Educational Authority Inc. against all claims, demands, actions, suits or other legal proceedings by whomsoever make or brought against Opaskwayak Educational Authority Inc.

THIS DOCUMENT is intended to be a complete record of the rental agreement. Both parties are to have a copy of this agreement. All promises and agreement must be included herein in writing and agreed to by both parties.

Renter

Renter's Name _____
 (Please Print) _____ Contact Number _____

Signature of Renter _____

Opaskwayak Educational Authority Inc.

Administrators Name _____
 (Please Print) _____ Contact Number _____

Signature of Renter _____

This agreement signed on _____
 (Date of Signature(s))

- Original to OEA
- Copy to Renter
- Copy to _____ Facility Administrator
- Copy to O&M Supervisor

Inspection Report – to be completed after the function

Both parties have inspected the Facility on _____, 20____ and have found damages/no damages (circle one) . A mutual understanding has been agreed to and the \$_____ damage deposit will be reimbursed to the Renter.

 RENTER ADMINISTRATOR

 DATE DATE

Damage Deposit: Cash, certified cheque or money order made payable to Opaskwayak Educational Authority Inc.