



Riverside School Board

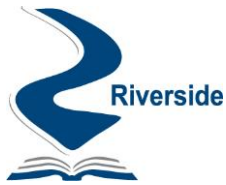
Policy Name:	Policy on the Rental of Facilities
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1.0 Definitions

1.1. Lessor

The School Board or an establishment operating in its name.

1.2. Lessee

The person or organization to which a rental has been granted.

1.3. Volunteer organization

A group or organization whose group members and executives are volunteers. (Scouts, AA, a choir, etc.)

1.4. Non-profit organization

A community organization officially incorporated by law. It must present a copy of the document certifying its existence when submitting a rental application.

1.5. For-profit organization

All corporations whose main objective is to make profit from its usual activities.

1.6. Complementary activities

Social, cultural, civic, athletic and humanitarian activities made available to students (in the youth or adult sectors) for the purpose of improving their training.

1.7. Memorandum of understanding (MOU)

Agreement concerning the use of the facilities, which sets out the objectives, obligations and responsibilities of the parties, namely the School Board and any other organization.

1.8. Rental rate

The amounts collected to cover the operating rate, service rate, administrative expenses and the contribution that is invoiced to the lessee.

1.9. Operating rate

Expenses that concern the average rate of lighting, heating, air conditioning and the physical maintenance of buildings and equipment.

1.10. Service rate

Expenses generated by the rental of premises that entail the opening and closing of doors and, when necessary, the preparation of a room, supervision, maintenance and the services of a technician needed to operate certain equipment.

1.11. Administrative expenses

Average rate of all expenses involved in the issuance and management of a rental permit, such as governing board, school administration, secretary, human resources, financial resources, and material resources.



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1.12. Contribution

The amount negotiated between the lessee and the school administration over the operating rate, service rate and administrative expenses.

1.13. Riverside community

For the application of this Policy, the Riverside community is composed of our students, staff members, retirees and taxpayers. Furthermore, in the spirit of promoting the vitality of the English culture on our territory, an activity held in English will be considered “for our community”.

1.14. Rental process (Appendix 1)

The document outlines the rental procedure in regards to the administrative aspects, the different rates associated with a rental and the duties of all stakeholders. The documents may be updated and reviewed annually by the Council of Commissioners. Please see official version on Riverside School Board's website.

2.0 Objectives

- 2.1. To promote the staging of educational, cultural, community, athletic, recreational and social activities by making it easier for the School Board and organizations in the area to access the facilities.
- 2.2. To allow for maximum and rational use of the facilities and develop closer relations with the community.
- 2.3. To establish administrative oversight in the management of the rental of premises effectively and clarify the role of each stakeholder.
- 2.4. To meet the needs of local interests by making facilities and specific school equipment available to them without creating additional expenses to the School Board.
- 2.5. To ensure the uniformity in the application of rentals.

3.0 General Principles

- 3.1. Organizations, companies and individuals, whose values, objectives and activities are incompatible with those pursued by the School Board, shall not be permitted rental access.
- 3.2. The School Board shall rent out its facilities in a spirit of collaboration.
- 3.3. School or centre administrators are responsible for the application of this Policy.
- 3.4. The Governing Board must approve the rentals proposed by the school administration.
- 3.5. The Governing Board is responsible for applying the Policy for all rentals of less than one year.
- 3.6. In accordance with Article 93 of the Education Act, all rental agreements of more than one year must be authorized by the School Board's Council of Commissioners.
- 3.7. The financial follow-up and surplus, if any, will be managed as per the Policy on Allocation of Resources.



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4.0 Order of Priority for Assigning Premises (Schools and Centres)

- The school or centre (for all after-school or complementary educational activities)
- The other schools or centres of the School Board (for educational, after-school and complementary activities)
- School Board departments
- Community learning centres
- Professional associations, unions and School Board personnel
- Municipalities
- Volunteer organizations in the area
- Non-profit organizations
- For-profit organizations, promoters and individuals

5.0 General Provisions

5.1. Reservations

- 5.1.1. Reservations shall normally be made in advance with the person designated by the lessor, in writing, at least ten (10) working days before the activity is held.

5.2. Method of Payment

- 5.2.1. Rental charges are payable in full, no later than five (5) working days prior to the activity or when the permit is issued. If the rental extends over several weeks, other arrangements may be negotiated.

5.3. Duration of the Rental

- 5.3.1. The rental period begins at the time the lessee requests that the doors be opened and ends at the time indicated in the contract.
- 5.3.2. If actual use exceeds the number of hours stipulated in the contract, the lessee shall pay an extra fee prorated to the additional time used.

5.4. Use of Premises

- 5.4.1. The lessee is prohibited from using premises other than those areas indicated on the rental permit.
- 5.4.2. The lessee shall honour the use and vocation of the premises as described in the contract.
- 5.4.3. The lessee shall obtain authorization in writing from the lessor prior to posting or attaching material and other equipment, temporarily and in a way that does not cause damage to the walls, floors and ceilings.
- 5.4.4. The lessee must obtain authorization in writing from the lessor before connecting additional equipment or making any changes to the building.



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- 5.4.5. Gymnasiums, in which floors have special floor coverings intended for physical education, must be used solely for appropriate athletic activities and users must wear appropriate shoes. Drinking and eating in the gymnasium is prohibited at all times.

5.5. Equipment

- 5.5.1. Heavy equipment may be made available to groups using the establishment's facilities (nets, goals, mats, etc.) based on conditions defined by the lessor at the time of reservation.
- 5.5.2. The lessee must provide any equipment the lessee requires which is not available on the premises of the establishment after approval by the lessor.
- 5.5.3. A school administration can approve to store lessee equipment or material required by the activity. The lessee does so at its own risk and cannot hold the lessor responsible for any damages or loss to his equipment.

5.6. Cafeteria

- 5.6.1. In cases where a concession holder manages the kitchen, any use of this equipment must be authorized specifically by the latter. The concession holder may request to be present at the activity, at the lessee's expense.

5.7. Laws and By-laws

- 5.7.1. Lessees shall abide by all federal, provincial, municipal and any other acts and regulations/by-laws pertaining to their activities and obtain from the authorities concerned all necessary permits relating to the rental. They shall reimburse the lessor for any damage or disbursement arising from their failure to do so.
- 5.7.2. Lessees must comply with the Tobacco Act. Smoking in the premises and on the grounds of the School Board is prohibited.
- 5.7.3. Lessees wishing to sell or serve alcoholic beverages on School Board premises shall approach the *Régie des alcools, des courses et des jeux du Québec* to obtain a permit, which shall be posted in public view during the activity. Failure to do so will compel the lessor to prohibit any alcohol consumption on the leased premises. All alcohol permits are subject to the lessor's approval.
- 5.7.4. Lessees wishing to organize a bingo, draw, casino-fundraiser or other activity of a similar nature on School Board premises shall approach the *Régie des alcools, des courses et des jeux du Québec* to obtain a permit, which shall be posted in public view during the activity. All game permits are subject to the lessor's approval.
- 5.7.5. Lessees wishing to perform, in whole or in part, one or several works of the SOCAN repertoire must inform the lessor so that the latter can obtain a licence for the activity. Consequently, the lessor shall invoice the lessee for the expense of doing so and make the prescribed remittances.



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6.0 Supervision

- 6.1. Lessees using school premises shall assume full responsibility for the supervision of the activities and the equipment. They must provide supervision deemed adequate by the lessor. Failing to provide the required supervision, the activity could be cancelled by the lessor.

7.0 Cancellation

- 7.1. The lessor reserves the right to cancel the rental for any reason it deems sufficient merely by serving notice to this effect in writing to the lessee at least ten (10) working days prior to the date the cancellation is to take effect. Such notice is not required if the lessor determines that such action is attributable to a *force majeure*. The lessee may claim only the amount it paid as rental expenses for the period it was unable to use the premises or to come to an agreement to use other premises either in the same school or in the next closest school.
- 7.2. Conversely, a lessee cancelling a rental must advise the lessor in writing at least ten (10) days before the activity is to be held. Failure to do so shall require the lessee to pay the rate associated with the rental as if the activity had taken place.
- 7.3. Furthermore, if the person responsible for the activity is not present at the leased premises thirty (30) minutes after the time specified on the rental permit, the lessor may cancel the rental, in which case the lessee shall pay the rental-related rate as if the activity had taken place.

8.0 Authority to Evict

- 8.1. When the lessor deems that an activity taking place in its premises is not compliant with the applicable standards, laws and regulations/by-laws, it shall take action to bring the activity in question to an end. The lessee may in no case claim compensation. Moreover, any such decision is final and may not be appealed.

9.0 Subletting

- 9.1. Lessees shall not sublet any premises reserved for them under any circumstances. If the lessor is justified in believing that its premises have been sublet, it shall unilaterally suspend all rentals made to the lessee concerned.
- 9.2. This subletting clause does not apply to municipalities that have a MOU with the School Board to offer services to volunteer organizations or non-profit organizations that are recognized by the municipalities.



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10.0 Responsibilities

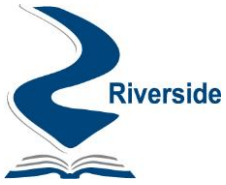
- 10.1. The lessee is fully responsible for any damage to the furniture, equipment and building. The lessor reserves the right to claim expenses for damage caused to the property as a result of a rental.
- 10.2. The lessee shall assume all risks, including civil liability and property damage risks.
- 10.3. The lessee must assume responsibility for any damage it or third parties cause to the property further to, because or during the course of the rental.
- 10.4. The lessee must release the lessor and its representatives of all liability they might incur as a result of damage further to, because or during the course of the rental. Damages include personal and property damage.
- 10.5. In particular, the lessee must release the School Board, the establishment and its representatives of all liability the latter might incur as a result of damage caused by the furniture, accidents occurring on the sidewalks or in stairways leading to the premises, loss or theft of items whether or not they are the subject of a deposit, etc.
- 10.6. The lessee agrees to indemnify the lessor and its representatives for all disbursements the latter would be legally bound to make due to damage sustained by third parties.

11.0 Insurance

- 11.1. Each individual, organization or group of persons, whose activity is not organized by the School Board (or one of its establishments) or by a municipality and that wishes to rent the premises, must contract or possess a general civil liability insurance policy.

12.0 Rates

- 12.1. The rental rate includes the operating rate, service rate, administrative expenses and the contribution that is invoiced to the lessee. Subject to paragraphs 12.2 and 12.3, the minimum rental rate that includes operations, maintenance, repairs and renovations of the premises, cannot be waived and must be charged for all rentals. The rental rates are reviewed and approved by the Council of Commissioners annually.
- 12.2. Any use of the premises, for activities or meetings organized by School Board personnel to improve student life at the schools and centres or to meet an administrative requirement, is free and a rental permit need not be issued.
- 12.3. Any use of the premises by the Riverside community or the CLC offering activities needed by the school, is free, but a permit will need to be issued.
- 12.4. Any organisation that provides a complementary activity, where at least 50% of the participants are Riverside community, will be considered as a School Board activity and the administrative expenses as well as the contribution are not charged and a permit will need to be issued.



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- 12.5. For a non-profit organization, the minimum operating rate can be waived by the Governing Board for a rental value of up to \$3,000 per year. If the service rate is also waived, it will be assumed by the school. For a rental value exceeding \$3,000, the Council of Commissioners' approval is needed. A permit will need to be issued.
- 12.6. The MOU normally governs the rental by the municipalities.



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APPENDIX 1 - Rental Process

1.0 Introduction

Appendix 1 is a complement to the Policy on the Rental of Facilities and outlines the administrative aspects of the rental process. The general orientation outlined in the Policy is not repeated and should be read in conjunction with this appendix. This appendix may be revised without notice. Please see Riverside School Board's website for the official version.

2.0 General Principle

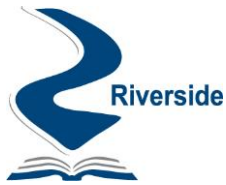
- 2.1. The Policy on the Rental of Facilities applies to the building rental only, and does not apply to outdoor facilities such as soccer fields or courtyards. Outside facilities are managed at the school level in collaboration with the Material Resources Department.
- 2.2. All rentals of facilities must be confirmed by the issuance of a rental permit (see Appendix 2), with the exception of activities related to schools, centres and School Board departments, as outlined in section 12.0 of the Policy.
- 2.3. The school administration must ensure compliance with the Policy in its school or centre.
- 2.4. All rental income must be submitted to the Governing Board for approval.
- 2.5. All rental agreements of more than one year must be authorized by the School Board's Council of Commissioners.

3.0 Documents Required

- 3.1. In order to receive a rental permit (see Appendix 2), an applicant must, five (5) days prior to the date of the activity, provide the school administration with all documents required based on its status and activity type:
 - 3.1.1. A copy of the non-profit organization's charter;
 - 3.1.2. A resolution from the Board of Directors certifying that the person signing the contract does have signing authority (Signature of Authorization);
 - 3.1.3. A copy of a liability insurance certificate;
 - 3.1.4. A permit authorizing it to serve alcoholic beverages (when applicable);
 - 3.1.5. A permit authorizing it to organize a bingo, a casino-fundraiser or other activity of a similar nature (where applicable).

4.0 Equipment

- 4.1. School administration can agree to the lessee using the school's equipment; however, if the former decides that some equipment must be operated by a school employee, the lessee shall pay the latter's fees. The applicant must make these needs known when applying for the permit (see Appendix 2).



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- 4.2. School administration can approve to store lessee equipment or material required by the activity. The lessee does so at its own risk and the lessor cannot be held responsible for any damages or loss to his equipment.

5.0 Supervision

- 5.1. The lessor shall provide the services of a person responsible for:

- 5.1.1. Removing snow from the entrances;
- 5.1.2. Opening the doors of the school and premises used;
- 5.1.3. Closing doors when the activity is over;
- 5.1.4. Sweeping the premises and doing a clean-up of the washrooms.

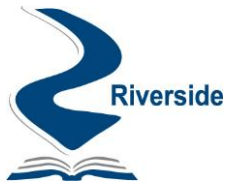
Note: The person designated by the lessor is responsible for making sure the leased premises are opened and closed at the prescribed times but not for the supervision of the activity.

- 5.2. The lessee must ensure that:

- 5.2.1. The name, address and telephone number of the supervisor is indicated on the rental permit (see Appendix 2);
- 5.2.2. The supervisor is qualified and remains on the premises at all times during the activity; his/her services cannot be required for any other purpose;
- 5.2.3. The supervisor has all of the required permits.

- 5.3. The supervisor must ensure that:

- 5.3.1. Only authorized individuals are allowed into the building;
- 5.3.2. Those admitted remain in the predetermined areas;
- 5.3.3. The regulations of the establishment, rules of good behaviour and civic mindedness are observed;
- 5.3.4. The persons admitted leave the area where the activity took place at the time determined on the rental permit and that they leave the building within fifteen (15) minutes following the end of the activity;
- 5.3.5. The premises and equipment are left in the same condition they were in when the lessee first took possession.



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6.0 Security

- 6.1. The lessee must ensure it has access to a telephone in case of emergency.
- 6.2. The lessor shall bring to the lessee's attention the laws and regulations/by-laws deemed relevant to the rental.
- 6.3. The lessor shall inform the lessee of the School Board's emergency procedure.
- 6.4. Exits shall always be easy to access and free of tables, chairs or any other obstacles.
- 6.5. For major events, a layout and decoration plan must first be submitted to the administration of the establishment and the approval by the latter. Flammable decorations and materials that can easily catch fire (natural Christmas trees, projectors that give off intense heat, candles, etc.) are prohibited.
- 6.6. The lessee must comply with all legislation pertaining to safety in public buildings.
- 6.7. The establishment must ensure that an evacuation plan has been posted. The lessee must inform occupants of the evacuation plan.
- 6.8. The lessee must ensure that the number of persons admitted to its leased premises does not exceed the maximum number as prescribed by the relevant standards and regulations.
- 6.9. If a night-time activity calls for persons to sleep on the premises, the lessee must advise the fire department in writing seven (7) days prior to the activity and settle on a time for a prior inspection visit to agree on which additional measures must be taken (refer to Appendix 5). This agreement must include no less than the following:
 - 6.9.1. At least one adult must be supervising at all times and making regular rounds all night;
 - 6.9.2. The adult performing supervisory duty must have a list of the children and the telephone numbers of the parents in case of emergency;
 - 6.9.3. Children must be made aware of the evacuation procedure before they go to sleep;
 - 6.9.4. The lessor must be provided with a written copy of the agreement with the fire department prior to the activity;
 - 6.9.5. It is not allowed to sleep in a gym, cafeteria, atrium or other room of the same nature;
 - 6.9.6. Not more than fifteen (15) persons can sleep in a class of 65 square metres.

7.0 Insurance

- 7.1. The lessee must provide proof, prior to the rental permit being issued, that it has or has contracted a general civil liability insurance policy with minimum coverage of one million dollars (\$1,000,000.00) per event, in favour of the School Board. The certificate submitted to the establishment shall mention, among other things, the place, address and date of the rental or the loan of the premises. The certificate shall clearly identify the School Board as the main beneficiary. The certificate shall clearly confirm that the



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insurance policy cannot be cancelled or the coverage reduced without a thirty-day notice (30) in writing being served to the establishment via registered mail.

- 7.2. When the lease period is for more than seventy-two (72) consecutive hours, the insurance policy must cover at least the replacement value of the building up to five million (\$5, 000,000.00) dollars.

8.0 Rates (2018–2019)

- 8.1. The rental rate may include the operating rate, service rate, administrative expenses and the contribution. The rental rate approved by the Governing Board cannot be lower than the sum of the operating rate, the service rate and any additional costs. All lessees pay at least the operating cost as stipulated in article 12 of the Policy.

- 8.2. The rental rates are reviewed and approved by the Council of Commissioners annually.

- 8.3. Operating rate:

- 8.3.1. Operating rate is \$0.028 per hour per square metre of floor space used by the lessee, including common areas, necessary accesses and exits.

- 8.4. Service rate:

- 8.4.1. A mandatory flat fee of \$41.89 is charged for the opening and closing of the school and the premises used, including a short clean-up of the premises. This flat fee does not apply if the school is already open and remains so during the entire activity.

- 8.4.2. Additional rates can apply depending on what services the lessee asks the lessor to perform.

- 8.4.3. The hourly rates for other services requested to the caretaker (class 2) in accordance with the collective agreements are:

8.4.3.1. Weekday evenings: \$23.55

8.4.3.2. Saturdays: \$34.98

8.4.3.3. Sundays: \$46.64

- 8.4.4. Additional service rates shall be invoiced to the lessee if the person assigned to opening and closing doors must:

8.4.4.1. Provide supervision;

8.4.4.2. Prepare the premises, place tables and chairs, etc.;

8.4.4.3. Do cleaning that extends beyond a mere sweeping.

8.4.4.4. If snow removal charges are incurred exclusively for a rental, they shall be covered in full by the lessee, which he is required to have the work done by a contractor selected by the School Board.

- 8.4.5. The application of the rental rate is the responsibility of the Governing Board.



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8.4.6. Other fees may apply and should be discussed when the rental permit is issued, such as:

8.4.6.1. SOCAN fees: Rates are set by SOCAN and vary depending on the type of activity;

8.4.6.2. Gaming permit issued by *Régie des alcools, des courses et des jeux du Québec*;

8.4.6.3. Alcohol permit issued by *Régie des alcools, des courses et des jeux du Québec*.

8.5. Administrative expenses:

8.5.1. For a for-profit organization, promoters and individuals, an administrative charge of \$100 should be charged to issue a permit.

8.6. Contribution:

8.6.1. For a for-profit organization, promoters and individuals, a contribution of 25% should be added to the total amount.

8.7. The manager of School Board personnel assigned to perform duties relating to the rental of facilities must comply with collective agreements and local arrangements. Human Resources shall advise administration on this matter.

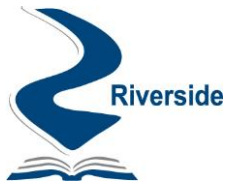


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8.8. Summary of Rate Application:

	Operating Rate ¹	Service Rate ²	Administrative Expenses (\$100)	Additional Contribution ³ (25%)
RSB or school activities or CLC (offering activities identified as needed by the school)	Not charged			
Municipalities	According to the entente with the municipalities adopted by Council.			
Non-profit organizations	Up to \$3,000 per year may be waived. Over \$3,000 may be waived by Council.	If waived by the GB, assumed by the school.	Not charged	
For-profit organizations	Charged			
For-profit organizations with at least 50% of our community ⁴	Charged		Not charged	
Promoters	Charged			
Individuals	Charged			

- 1: The average rate of lighting, heating, air conditioning and the physical maintenance of buildings and equipment. Established annually by the Council of Commissioners.
- 2: Other services requested such as opening and closing of the school, equipment, extra cleaning, etc.
- 3: The additional contribution is established by the Governing Board. 25% is suggested.
- 4: Community: As defined in Article 1.13 of the Policy on the Rental of Facilities.



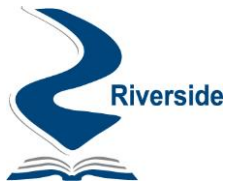
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APPENDIX 3 - Night Request Form



PERMIT – OVERNIGHT STAY

Name of applicant:			Phone number :
Address :			
Company name:			
Date of activity :		Hours from :	to:
Number of participants:		# of persons in charge : (+ 18 years)	
Room name or # :			
Room dimensions :			
Meeting point in case of emergency :			
<p>Take note that:</p> <ol style="list-style-type: none"> 1. It is not permitted to sleep in a gymnasium, cafeteria, atrium or other similar room; 2. The capacity of a class of 65 square meters for an overnight stay is 15 peoples; 3. At all times, a person in charge must be awake; <p>The overnight stay is authorized under the following conditions and it is the responsibility of the manager to ensure compliance with all these conditions, throughout the duration of the activity:</p> <ol style="list-style-type: none"> 1. The fire alarm control panel must be functional (must not display any trouble) and have been inspected for less than one year; 2. A minimum of 2 smoke alarms less than 10 years old must be present in the room and they must be functional (the battery must be changed twice a year); 3. All exits of the building must be free of access and unlocked as soon as staff and students are present in the building; 4. EXIT panels and emergency lighting must be functional; 5. Each responsible person must have the complete list of students in his possession at all times; 6. Each responsible person must have a flashlight at all times; 7. Each occupant and student must be informed of the evacuation procedures (stay calm, exit by the nearest exit, go to the assembly point, etc.); 8. All incidents must be reported. <p>Important:</p> <p>The Fire Department must be informed 7 days before the event. RSB reserves the right to conduct a site audit on the evening of the event, without notice. In the event that the conditions are not met, RSB or the Fire Department could terminate the activity immediately and notices of infraction could be issued if the regulations are not respected.</p>			
Manager during the activity (printed letters)		Cellular phone # (must be reachable at all times)	Date
Signature of the manager during the activity			
RSB Approval		Date	



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APPENDIX 4 - Duties of School Board Personnel with Respect to the Policy on the Rental of Facilities

1.0 Council of Commissioners

- 1.1. Adopts the Policy on the Rental of Facilities and, if necessary, the proposed amendments.
- 1.2. Approves rentals of more than one (1) year submitted by the school and center administrator.
- 1.3. Adopts agreements between the School Board and municipalities.

2.0 The Governing Board

- 2.1. Adopts rules, terms and conditions pertaining to the rental of premises in its school.
- 2.2. Adopts the contribution charged for the rental of premises in the establishment.
- 2.3. Adopts the use of premises made available to the school as proposed by the school or center administrators.
- 2.4. Collaborates with the school or center administrator in the application of a Policy on the Rental of Facilities.
- 2.5. Approves rentals of a year or less and recommends rentals of more than a year.

3.0 School and Center Administrator

- 3.1. Manages the terms of application of the Policy on the Rental of Facilities in the school.
- 3.2. Authorizes use of school equipment.
- 3.3. Ensures compliance with the Policy.
- 3.4. Applies the terms of application of the Policy on the Rental of Facilities in the school.
- 3.5. Keeps a log of premises rentals and forwards it to Human Resources.
- 3.6. Keeps an up-to-date schedule of the dates and times when premises are used for the school's complementary activities and rentals.
- 3.7. Ensures that lessees are compliant with all aspects of the Policy.
- 3.8. Informs the lessee of security regulations to be respected.
- 3.9. Determines the parameters required to ensure adequate supervision of activities.
- 3.10. Completes the Rental Permit Form (Appendix 2).

3.11. Ensures coordination with:

- 3.11.1. Caretaker
- 3.11.2. Lessee
- 3.11.3. Human Resources (caretaker, union, etc.)
- 3.11.4. Finance (billing, receivable, etc.)
- 3.11.5. Material Resources (heating, cooling, etc.)

3.12. Sends a copy of the rental Permit to Finance and Material Resources departments.

3.13. Ensures the presence of a caretaker in accordance with the collective agreement.

3.14. Gives the keys to the school and the alarm system code to the caretaker selected.

3.15. Informs the employee concerned of the details of the rental permit.

3.16. Notes that the lessee is the only correspondent for any aspect or inquiries prior, during or after the rental.

3.17. Collects accounts receivable from the lessee.

3.18. Deposits the money received in a financial institution.

3.19. Complies with the budget items determined by the Human Resources Department.

3.20. Completes the salary report of the caretaker and other employees, if necessary, and sends it to the Human Resources Department.

3.21. Ensures that the report is compiled and that payment is made to SOCAN or other organisations, when applicable.

4.0 Caretaker

4.1. Prior to the start of the activity:

- 4.1.1. Removes snow at the entrances and the exits (if necessary).
- 4.1.2. Opens exterior doors.
- 4.1.3. Disarms the alarm system.
- 4.1.4. Opens doors and turn on lights inside.
- 4.1.5. Checks the washrooms.

4.2. When the activity is over:

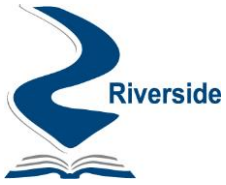
- 4.2.1. Checks the premises and ensure no one is left in the school.
- 4.2.2. Does a quick clean-up of the premises.
- 4.2.3. Takes out the garbage, as required.
- 4.2.4. Closes interior doors and turns out the lights.
- 4.2.5. Arms the alarm system.
- 4.2.6. Closes and locks the exterior doors.
- 4.2.7. Informs the school and center administrator if any theft or breakage occurred.
- 4.2.8. Confirms with the school and center administrator the actual time the premises were used.

5.0 Material Resources Department

- 5.1. Develops a Policy on the Rental of Facilities in cooperation with the school and center administrators and the Resources Allocation Committee.
- 5.2. Has the Policy approved by the Council of Commissioners.
- 5.3. Submits the Policy changes to be approved to the Council of Commissioners.
- 5.4. Develops agreements between the School Board and the municipalities and submits them for approval to the Council of Commissioners.
- 5.5. Advises the school and center administrator with respect to the application of the Policy.
- 5.6. Advises and assists management on all policy-related disputes.
- 5.7. Reviews the operating and service rate each year.

6.0 Human Resources Department

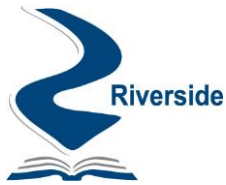
- 6.1. Informs the school and center administrator on a yearly basis of the hourly rates of all staff involved in room rentals.
- 6.2. Ensures compliance with collective agreements and local arrangements.
- 6.3. Checks the form regarding the hours worked by personnel that school and centre administrators submit.
- 6.4. Forwards all relevant documents to the Financial Resources Department for payment.
- 6.5. Pays personnel salaries.
- 6.6. Provides advice to the school and center administrator.



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7.0 Finance Department

- 7.1. Develops an effective administrative procedure and ensures follow-up.
- 7.2. Determines the budget items the school and center administrator must use.
- 7.3. Makes budget transfers of operating rate.
- 7.4. Provides advice to the school and center administrator.
- 7.5. Issues and sends invoices to the lessee according to the rental permit and school and center administrator's directives.



Riverside School Board

APPENDIX 5 - Legislative Framework

1.0 Considering the Education Act.: (L.R.Q., c.1-13.3):

- 1.1. Section 90: The Governing Board may organize educational services other than those prescribed by the basic school regulation, including instructional services outside teaching periods during the school days of the school calendar or on non-school days, and may organize social, cultural or sports services. It may also allow other persons or organizations to organize such services on school premises.
- 1.2. Section 91: For the purposes of section 90, the Governing Board may, in the name of the School Board and within the scope of the school's budget, contract with a person or body for the provision of goods or services. In addition, it may require a financial contribution from users of such goods and services.
- 1.3. Section 93: The Governing Board is responsible for approving the use of the premises or immovables placed at the disposal of the school, proposed by the principal, subject to the obligations imposed by law for the use of the school premises for election purposes and to agreements for the use of school premises entered into by the School Board before the issue of the deed of establishment of the school. Any agreement entered into by the Governing Board, for the use of the premises or immovables placed at the disposal of the school, requires prior authorization from the School Board if the term of the agreement exceeds one year. The Governing Board is responsible for approving the organization by the School Board, on the school premises, of cultural, social, sports, scientific or community services.
- 1.4. Subsection 266 (4): The functions of a School Board are to encourage the use of its immovables by public or community organizations in its territory or to lease out its movable or immovable property, subject to the right of its educational institutions to use the property placed at their disposal.

2.0 Considering the Copyright Act of Canada and SOCAN. Ref.: *(Financial Agreement Concerning Public Performances of Musical Works—Ref.: [MELS-SOCAN])*:

- 2.1. With respect to performances of musical works in halls or in premises rented or loaned to individuals, the schools or School Boards collect amounts owing from the users and send them to SOCAN every six (6) months. These amounts vary depending on whether music includes dancing or no dancing.
- 2.2. Schools must apply for a licence. If you have any queries regarding the performance of musical works, licensing forms, SOCAN tariffs: SOCAN licensing department, tel. (514) 844-8377 or 1-800-797-6226.
www.socan.ca.



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3.0 Considering the Public Buildings Safety Act, Ref.: [C.L.R.Q., c.S-3, r.2]:

- 3.1. Section 3: Duties of owners: Public building owners shall: inform the personnel and occupants as to the plan for safety and egress and advise a public of more than 300 persons assembled for purposes other than for worship in an assembly occupancy, before the beginning of each performance or activity, of the means of egress at its disposal;

4.0 Considering the National Fire Code Ref.: [CNPI]:

- 4.1. Article 2.8.2.1, paragraph C: Provide training to supervisory staff and other occupants with respect to their responsibilities related to fire safety.

5.0 Considering the GST and QST Ref.: [GST and QST details concerning public service organizations]:

- 5.1. Specificity: A public service body is not required to register for the GST and the QST if it is considered a small supplier, that is, if their total taxable sales or supplies did not exceed \$50,000.
- 5.2. As for the GST and the QST, all schools are registered as small suppliers, with the exception of Heritage and Centennial Regional high schools.
- 5.3. As a small supplier, you do not have to collect taxes on your taxable sales and submit them to governments. According to current legislation, only Heritage and Centennial Regional high schools are required to collect the GST and QST and submit them to governments, as per current legislation.

6.0 Considering the Tobacco Control Act, Ref.: [CQTR, c.T-0.01]:

- 6.1. Subsection 2 [2]: "smoking is prohibited in premises or buildings placed at the disposal of a school."
- 6.2. Subsection 2.1 [3]: "smoking is prohibited on grounds placed at the disposal of educational institutions."

7.0 Considering By-laws Governing the Capacities of Premises:

- 7.1. The number of persons present in a room at the same time must not exceed the capacity established for that room.

8.0 Considering the Quebec Elections Act, Chief Electoral Officer of Quebec, Ref.: [new policy on the use of premises during voting]:

- 8.1. "School Boards must allow use of their premises for which financial compensation will be paid."

9.0 Considering the Act for Permits Governed by the *Régie des alcools, des courses et des jeux*. Réf.: [L.R.Q., c.P-9.1]:



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9.1. All lessees, whether a person or an organization, wishing to serve or sell alcoholic beverages and organize games, whatever the occasion, must obtain a permit from the *Régie des alcools, des courses et des jeux*.

10.0 Considering the Collective Agreements of the Personnel Concerned:

10.1. For the interpretation and application of collective agreements, refer to the documents in force and, if necessary, to the Human Resources Department.

11.0 Considering Memorandums of Agreement with Municipalities regarding the use of Premises:

11.1. Next to any use of the premises by schools and School Board services, priority shall be given to use of premises included in agreements signed with municipalities.

11.2. For these considerations, the School Board recognizes the need to develop a policy that will allow for the effective management of rentals of premises and that will foster close cooperation between governing boards, school administration, Financial Resources, Human Resources and Material Resources along with other senior management staff of the School Board and those of organizations in the area.