

TITLE: Guidelines on the use of CSL surplus facilities

ENFORCEMENT DATE	REQUIRED AUTHORIZATION	RESPONSIBLE FOR FOLLOW-UP
October 15, 2014	Administrator	Material Resources Department

ROAD MAP

ACTION	DATE	AUTHORIZATION
Adoption	October 15, 2014	

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1. PREMISES

1.1 Goal

In cases where finding available housing on the Commission scolaire du Littoral (CSL)'s service territory proves difficult, the School Board may provide housing to employees according to its "Policy on the Use of Housing."

To this end, the CSL has acquired a building inventory which includes not only buildings for educational purposes, but also residential and storage facilities.

In the event there remain any surplus facilities or equipment once all CSL staff housing needs have been met, the CSL wishes to place these at the disposal of community, providing that it not conflict with its activities. The CSL wishes to collaborate with its front line partners and community groups by allowing the extra-curricular use of its premises. Accordingly, the School Board is favourable to the signing of memoranda of understanding aimed at maximizing the use of its school buildings for community activities outside of class hours.

These guidelines lay down the rules for the use of School Board facilities for extra-curricular community activities. They do not apply to the CSL administrative centre or other buildings located outside the service territory.

2. UNDERLYING BASIS

2.1 Application

The current section applies to all surplus CSL buildings, premises, facilities and equipment.

2.2 Usage priority

The School Board maintains priority use of all locations under its ownership at all times.

Any use for other activities must take into account establishment and student requirements and must not limit services offered to students by the said establishment.

2.3 Long-term or recurrent (one year or over) or permanent

Only the Administrator of the School Board may authorize the use or rental lease, in whole or in part, the long-term of a building, room, facilities or equipment owned by the CSL.

2.4 Common use

Article 267 of the Quebec Education Act (1988, c. 84, s. 267; 1992, c. 68, s. 157; 1997, c. 96, s. 101.), stipulates that a school board may enter into an agreement with another school board, an educational institution, a municipality or a community organization in its territory to jointly establish, maintain or improve public libraries, administrative, sports, cultural or recreation centres or playgrounds.

2.5 Request

All requests must be addressed to the Material Resources Department.

The School Board encourages the use of its buildings, premises, facilities or equipment outside of class hours.

In accordance with the Education Act, if the use or rental occurs during class hours and there is no physical and safe separation between participants in the activity and students, each participant must submit to a background check.

The local administration is responsible for performing this background check.

2.6 Tobacco and alcohol use

Subject to applicable legislation, tobacco and alcohol use is prohibited on CSL grounds on which there are buildings for educational purposes.

2.7 Insurance

The using organization must provide proof of civil liability insurance with a minimum coverage of at least two million dollars (\$2, 000.000).

2.8 Memorandum of understanding

The CSL requires that a lease, particular agreement or memorandum of understanding be signed for the use or rental, in whole or in part, of a building or of premises, facilities or equipment belonging to the CSL.

2.9 Usage fees

The CSL, in collaboration with the local administration and the governing board will determine the usage fees for the premises concerned.

Fees will be charged for opening, closing, supervising and maintaining the building when such tasks extend beyond the scope of regular duties.

2.10 Additional fees

Subject to an agreement to the contrary, users will be charged for any additional use of equipment, such as, but not limited to phones, faxes, computer hardware and printers.

The same applies to cleaning and maintenance services, as well as electricity.

2.11 Invoicing

Subject to article 5.3.3, the CSL Material Resources Department, in collaboration with the Financial Resources Department, are responsible for establishing and collecting rental fees.

3. GRANTING PRIORITY

3.1 Priority will be granted to CSL front line partners (generally: municipalities, MRC or CSSS)

3.2 Then come local non-profit organizations in the following order of priority according to the services they offer:

3.2.1 educational activities for youth including: cadets, Boy Scouts/Girl Guides/Junior Rangers, les Petits Débrouillards, initiation to a second language, science awareness, homework assistance, etc.

3.2.2 youth outreach services including: sex education and nutrition information centres, psychological support, etc.

3.2.3 direct to youth services including: all types of sports activities, youth centres, etc.

3.3 In third place come organizations dedicated to community development including: the Centre local de Développement (CLD), the Société d'aide au développement des collectivités (SADC), the Centre jeunesse emploi (CJE), Coasters Association, mentoring activities and other economic development organizations.

3.4 Finally, we have social economy organizations including: all manner of cooperatives, groups and associations with an official charter (Club d'âge d'or, environmental protection agencies, etc.), etc.

3.5 Requests from any other type of organization will be considered on a case-by-case basis in terms of potential benefits for the CSL, local youth and the community.

3.6 Subject to an agreement to the contrary or unless otherwise frustrated by reason of *force majeure*, CSL surplus facilities are not accessible to individuals, but only to recognized bodies with an official charter.

4. USE DURING ELECTIONS

All schools within the School Board must, upon requests made to the Material Resources Department, make their premises available free of charge to serve as election offices during municipal, provincial or federal elections.

5. SCHOOLS, BUILDINGS FOR EDUCATIONAL PURPOSES AND OTHER FACILITIES (GARAGE, STORAGE FACILITIES, ETC.)

5.1 Application

The current section applies to all CSL surplus buildings, premises, facilities and equipment other than housing and residential units.

5.2 Responsibilities

In accordance with article 93 of the Education Act (1988, c. 84, s. 93; 1997, c. 96, s. 13), subject to agreements for the use of school premises entered into by the school board, the governing board is responsible at the beginning of the school year, for approving the plan proposed by the local administration concerning the use of facilities devoted to educational purposes placed at the disposal of the school.

5.3 Short-term use (under a year) of premises within a building devoted to educational purposes

In accordance with article 90 of the Education Act (1988, c. 84, s. 90; 1997, c. 96, s. 13.), 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.

In accordance with article 91 of the Education Act (1988, c. 84, s. 91; 1997, c. 96, s. 13), the governing board may, in the name of the school board and within the scope of the school's budget, establish a non-renewable short-term contract with a person or body for the provision of premises within a building devoted to educational purposes.

A draft of a contract to be entered into under the first paragraph must be sent to the school board at least 20 days before its conclusion.

Within 15 days after receiving it, the school board may indicate its disagreement on the grounds of non-compliance with the standards governing the school board; in the absence of such indication, the contract may be concluded.

5.3.1 Conditions of use

In such cases, the governing body will define the conditions of use, rental fees and required method of payment.

5.3.2 Minimum required fee

5.3.2.1 The governing board must require a fee from users for the goods or services provided. This fee should at least cover costs incurred by the additional use and operations, as well as certain renovation, replacement, maintenance or upgrade costs.

5.3.2.2 Opening, closing, maintenance and supervision fees will be borne by the user in addition to rental fees.

5.3.2.3 Outside of regular school hours, the user will bear the entire cost of parking lot snow removal; said service must be performed by the designated contractor for the establishment wherein the premises are located.

5.3.2.4 The School Board is responsible for the physical maintenance and upkeep of its buildings. However, it is understood that the tenant is held responsible for each of their activities (organization, staff, security, etc.). Any additional maintenance of the premises, should it be necessary, will be performed by School Board maintenance staff at the user's cost according to a predetermined agreement.

5.3.3 Collection of rental income and usage fees

In accordance with article 92 of Education Act (1988, c. 84, s. 92; 1997, c. 96, s. 13), revenues derived from the provision of such goods and services shall be credited to the appropriations allocated to the school.

5.3.4 Maximum duration

Any agreement concluded between the governing board and a third-party organization will necessarily come to an end on June 30 of each year and is non-renewable.

5.4 Long-term or recurrent (one year or over)

As regards long-term use or rental, the CSL may decide, at its own discretion and according to forecasted requirements, if it will place, in whole or in part, any schools, buildings devoted to educational purposes or other facilities (garages, storage facilities, etc.) at the community's or third-party organizations' disposal.

5.4.1 Conditions of use

In such cases, the School Board will define the conditions of use, rental fees and required method of payment.

5.4.2 Minimum required fee

5.4.2.1 The CSL must require a fee from users for the goods or services provided. This fee should at least cover costs incurred by the additional use and operations, as well as certain renovation, replacement, maintenance or upgrade costs.

5.4.2.2 Opening, closing, maintenance and supervision fees will be borne by the user in addition to rental fees.

5.4.2.3 Outside of regular school hours, the user will bear the entire cost of parking lot snow removal; said service must be performed by the designated contractor for the establishment wherein the premises are located.

5.4.2.4 The School Board is responsible for the physical maintenance and upkeep of its buildings. However, it is understood that the tenant is held responsible for each of their activities (organization, staff, security, etc.). Any additional maintenance of the premises, should it be necessary, will be performed by School Board maintenance staff at the user's cost according to a predetermined agreement.

5.4.3 Collection of rental income and usage fees

Rent and usage fee collection is the responsibility of the Material Resources Department, in collaboration with the Financial Resources Department. Revenues derived from the provision of goods and services shall be credited to the appropriations allocated to the School Board.

5.5 Complementary services

The School Board is responsible for establishing which premises within a building devoted to educational purposes will serve to host cultural, social, athletic, scientific or community activities.

The governing board is responsible for approving the decisions established by the CSL in this regard.

6. Housing

6.1 Application

The current section applies to all surplus CSL buildings devoted to residential purposes, with the exception of student residences and residences reserved for management staff.

6.2 Other applicable rules

The allocation of an unoccupied housing unit to an individual must comply with the rules set forth in the *"Policy on the Use of Housing"* and the *"Guidelines on the use of residences reserved for management staff."*

The allocation of a surplus housing unit must be done in accordance with the order of priority established in section 3.

6.3 Responsibilities

Only the Material Resources Department may authorize the use or rental, in whole or in part, of a housing unit belonging to the CSL.

6.4 Short-term rental (under one month)

While ensuring we do not impede the community hospitality industry, the Material Resources Department may exceptionally and at its discretion, if it is in the best interest of the CSL, decide on a request for the short-term rental of an unoccupied surplus housing unit.

6.4.1 Rent/short-term

The CSL will, via its Financial Resources Department, collect a nightly rental fee, as determined by the *“Guidelines for determining the local market price for the rental of housing units,”* for all short-term rentals and will remit the said fee to the Finance Department.

6.5 Monthly rental

Requests for monthly rental will be at the discretion of the Material Resources Department and require that an agreement be signed.

The Material Resources Department will study such requests and, when it deems it necessary, submit the agreement to the Administrator for approval.

6.6 Maximum lease duration

Regardless of when the lease agreement comes into effect, in no event may a lease or particular agreement regarding a CSL housing unit exceed the end of the current school year, i.e. before or upon June 30 of the year underway.

Upon request to the Material Resources Department, the lease or particular agreement can be renewed should the CSL still have surplus facilities or equipment following its annual housing allocation exercise.

It should be noted that, as set forth in the *“Policy on the Use of Housing”* the housing allocation scheme will not be considered “final” until October 1 of each year.

6.7 Rent/long-term

For rental durations of 30 days or more, the Financial Resources Department will set a rental amount based on various factors, as set forth in the *“Guidelines for determining the local market price for the rental of housing units.”*

6.8 First month

The first month of rent must be paid upon signing the lease.

7. RESIDENCES RESERVED FOR MANAGEMENT STAFF

7.1 Refer to the *“Guidelines on the use of residences reserved for management staff”*

7.2 Residences reserved for management staff are compiled independently from the regular housing inventory.

8. STUDENT RESIDENCES

8.1 Refer to the *“Guidelines on the use of student residences.”*

8.2 Student residences are compiled independently from the regular CSL housing inventory.

9. OTHER EQUIPMENT

9.1 Recreational equipment

The Material Resources Department, in collaboration with the local administration and the governing board, may allow the use or rental of recreational or other equipment, provided that the activity in question be properly supervised.

9.2 Fees

The Material Resources Department, in collaboration with the local administration, will determine an adequate fee which will at minimum cover all expenses incurred by the activity and by maintenance.

10. DAMAGE AND NON-COMPLIANCE

10.1 Abuse or non-compliance

In the event of abuse or non-compliance with the rules set forth by the School Board; the rental or use agreement or lease will be immediately revoked.

10.2 Damages to school property

Breakage, damage or deterioration to buildings or to equipment must be immediately reported to the local administration, who will in turn notify the Material Resources Department.

Once the Material Resources Department has assessed the damages, the user will bear the cost of all corrective or repair work.

11. ENFORCEMENT OF CURRENT GUIDELINES

11.1 Previous provisions

The current guidelines supersede any other preceding CSL guidelines pertaining to this same subject.

The current guidelines are in accordance with the policies set forth by the School Board.

11.2 Responsibility

The Material Resources Department is responsible for enforcing the current guidelines.

Appendix A

Definitions

Premises concerned: Premises which are the subject of the application for rental or use.

Short-term rental: Under 30 days

Housing unit: Residential premises, belonging to and located on the Commission scolaire du Littoral's service territory, which can be placed at the disposal of CSL employees. The size of a unit is normally determined by the number of bedrooms therein.

Residence: Residential premises, belonging to and located on the Commission scolaire du Littoral's service territory, specifically reserved for the use of students or management staff according to their specificity.

Force majeure: Unforeseeable circumstances; superior or overpowering force outside the control of both parties and which neither could prevent. Occurrences of *force majeure* generally refer to fires, explosions, power failures, or other cataclysmic events engendered by war, revolution, civil unrest or terrorism.