

## **DAYCARE CENTRES AND BEFORE AND AFTER SCHOOL PROGRAMS**

### **Background**

This Administrative Procedure encompasses the use and approval process for the operation of daycare centers and before and after school programs in the School District.

### **Procedures**

#### **1. Principles**

- 1.1. The School District encourages and permits the use of vacant school facilities or appropriate surplus space by licensed daycare organizations that operate daycare centers and/or after-school programs as per the principle outlined in Administrative Procedure 550 – Use of School Facilities.
- 1.2. Such permit use, however, is granted provided that external use of school facilities and grounds during school hours by these programs does not interfere with the normal operations of regular curricular and extra-curricular programming and student safety. The School District does not endorse or represent any external group that rents its facilities or grounds.
- 1.3. Rental rates are to be assessed as per this Administrative Procedure with fees established on the basis of recovering operating costs incurred by the School District rather than generating surplus revenue. Rental rates for this Administrative Procedure as in the appendix supersede rates identified in Administrative Procedure 550 – Use of School Facilities.
- 1.4. The School District reserves the right to modify the rates to this Administrative Procedure to accommodate a child care operation at one of our sites for parent students attending school.

#### **2. Reservations and Priority for Use**

- 2.1. The use of school facilities will follow management procedures regarding priority for use as outlined in Administrative Procedure 550 – Use of School Facilities. The rental reservation form, Application for Use of School Facilities, will be used to initiate the lease of space for an annual term for this Administrative Procedure.

#### **3. Placement of Stand Alone Facilities**

- 3.1. Portables and purpose built facilities for these programs may be approved provided all costs associated with the installation and ongoing maintenance and operational costs and/or removal costs are borne by the group and that the project conforms to local municipal zoning, building regulations and all regulations/policies of other authorities having jurisdiction.

- 3.2. These facilities must not compromise field use, nor restrict opportunities for the School District to place on site other portables or facilities required for School District programs or other approved uses, nor restrict future disposition considerations of the school site should that be necessary. Portables owned by others, approved and sited on school property for other purposes are subject to removal should the operating lease be terminated.
- 3.3. Any land leased for a period of time may require property subdivision and, as such, these requests will be considered on a case-by-case basis. All costs necessary to obtain approval shall be borne by the society or other lessee under the *Land Titles Act*.
- 3.4. Any operating lease agreement entered into by the School District may be terminated by the School District.

#### 4. Notice of Termination

- 4.1. The applicant, at the time of the issuance of the lease, will be notified that the agreement may be terminated at any time should the space and facilities be required for School District purposes or should the school and its operation no longer be required for school purposes and the School District wished to dispose of subject property. If this becomes necessary, however, every attempt will be made to notify the group concerned well in advance of the date of termination to enable it to seek other accommodation.

#### 5. Risk Management

- 5.1. A School District employee must be on site when a school or school facility is being used by the public. A Principal, administrator, teacher or operations staff member may represent the School District. Additional security cost-recovery charges apply when programs operate in non-school operating hours or days. A program operating from a portable or a secured program area separate from the balance of the school is exempt from the requirement for a School District employee to be on site.
- 5.2. The Application for Use of School Facilities form includes a User Group Agreement Waiver/Indemnity clause which the user is required to accept, as well as to agree to conform to the "Conditions Governing Rental of School Facilities" set out on the reverse of the Application for Use of School Facilities form.
- 5.3. Users are to comply with this Administrative Procedure and all of its requirements.

#### 6. Hours of Operation

- 6.1. Childcare services operating in surplus vacant space will do so only during the September to June school year unless the School District and the service provider are able to agree otherwise. Access to schools during the winter, spring and summer breaks will be dependent upon the availability of space, the availability of security staff and any planned and scheduled maintenance or capital works. Hours of operations will normally be 7 am to 5 pm daily. Additional hours to be reviewed on site as required with the Principal.

#### 7. Requirements and Application Process

- 7.1. Individuals or groups wishing to establish a daycare or out of school care centre must receive various approvals before being licensed and established in a school building or on school property.

- 7.2. The individual or group is to initiate discussions with the Principal and seek agreement in principle that the program would be beneficial to the school. This agreement is generally based on the Principal's discussions with the school staff and the school's parents' advisory council, and on a written survey of parents to determine the extent of local need for the program. The group is then to submit a request to the Secretary Treasurer.
  - 7.3. The Director of Operations will coordinate all arrangements for the placement of the program and will notify the group that the School District procedures require that the program be licensed as per licensing requirements, as set out in the *Community Care Facility Act and Child Care Regulations*.
  - 7.4. The Director of Operations will meet on site with the Principal, a representative of the society, and the Community Care Facilities licensing care consultant, and provide any technical information required. The Director of Operations will then make the necessary arrangements to ensure that all School District requirements regarding the placement of the program are met. The Director will prepare a final report for Board consideration.
  - 7.5. Final approval of current or new daycare operations rests solely with the Board.
8. Tenant Responsibilities
- 8.1. The daycare operator provides their own custodial services, however, limited custodial services can be provided by the School District under the standard rentals' agreement, Administrative Procedure 550 – Use of School Facilities. In order to avoid an increase in the custodian's workload, centres are to ensure that the room used is kept in tidy condition and that only designated washrooms are used.
  - 8.2. The provision of furniture and equipment is the responsibility of the daycare or out-of-school care centre. However, if a school has extra furniture and equipment that are not required either by the school or by any other school in the School District, the Principal may recommend that it be made available on loan to the daycare or out-of-school care centre until such time as it is needed by the system. The centre will be responsible for reimbursing the School District for any breakage or loss as a result of misuse of school equipment or damage to school facilities. Responsibility for inventory, inspection at start and conclusion of lease agreement, and condition reports of furniture and equipment along with the reimbursement process rests with the Principal.
  - 8.3. The daycare or out-of-school care centre cannot expect to use the school telephone, except in an emergency. Any centre wishing to have a telephone installed must seek approval from the Principal and from the Director of Operations and must accept responsibility for all costs involved.
  - 8.4. The school has no legal obligation in the area of supervision of the daycare or out-of-school care centre. However, the Principal has overall responsibility for the operation of the school and, therefore, has an interest in all programs operating within the premises.
  - 8.5. Responsibility for children in the program lies with the Supervisor of the centre, should the children in the program become ill while attending the daycare or out-of-school care program or not picked up from the centre in the evening.
  - 8.6. Responsibility for the transportation of children, to, from or during out-of-school care or daycare programs, rests with the parents and the program.

- 8.7. All procedures identified in Administrative Procedure 550 – Use of School Facilities with respect to responsibilities, condition of premises, financial responsibility, authorities, supervision, parking, smoking, summer use of facilities, intruder systems, telephone, use of school grounds, janitorial supplies and equipment apply to this Administrative Procedure.
- 8.8. Appropriate operating licenses, permits and insurances are to be provided by the leaser to the School District that satisfies all relevant regulations and authorities and the Schools Protection Program.
- 8.9. The tenant is to participate in all fire, earthquake and other critical incident drills that take place at the site and work with the Principal on how the group works within the drills and alarms structures at the school as well as reporting their safe evacuation of the school.
- 8.10. The tenant is to provide picture identification to all staff and volunteers and ensure identification is worn in a clearly visible location by staff and volunteers at all times on school property. Criminal record checks of staff and volunteers working in the rental program will be provided by the School District Director of Human Resources.
- 8.11. Change of ownership of the operations is prohibited during term of contract unless all requirements of this Administrative Procedure are met and approved by the appropriate authorities and the Board. Sub-letting of space is prohibited.

## 9. Contract Term and User Fees

- 9.1. The term of any lease agreement is generally for a three-year term but reviewed and renewed annually for the lease period 1 September to 30 June. The process for the provision of this type of program space will be reviewed annually and competitively tendered to licensed operators. User fees at a minimum shall comprise four parts:
  - 9.1.1. Administration fee
  - 9.1.2. Facility and grounds rental fee
  - 9.1.3. Custodial and security rates, and
  - 9.1.4. Ancillary charges
- 9.2. Tendering will identify minimum rental requirements as identified in the Appendix. The School District will annually review its rates structure to ensure market competitiveness and to ensure the School District is not undercutting other similar service businesses in the area. Thirty days' notice to users will be provided for any rate changes being considered upon this annual review of rates.

Reference: Sections 22, 23, 65, 85 School Act  
 Community Care Facility Act  
 Land Titles Act  
 Liquor Control and Licensing Act  
 Tobacco Control Act  
 Trespass to Property Act  
 Child Care Regulations  
 Disposal of Land or Improvements Order M193/08  
 School Opening and Closure Order M194/08

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