

SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)

POLICY

NO: Draft 4030

DATE: 1999-01-12

REVISED: 2013-01-15

SUBJECT: **USE OF SCHOOL GROUNDS, BUILDINGS AND EQUIPMENT**

School facilities and sites are provided for the education of public school students. However, the Board of Education recognizes that district facilities **may be** available for use by others during non-school hours. The Board also recognizes that as part of its stewardship function, it has responsibility to provide opportunities for the community use of facilities.

The Board of Education has established the following principles related to Community Use of Facilities:

- Delivery of public education services to the district's students shall have priority.
- All costs of administering and providing community use shall be conducted on a cost recovery basis.
- School district facilities will not be used by groups or organizations whose activities are not compatible with the values and beliefs of the school district.
- All users of the Board's facilities will be treated equitably and fairly.

SCHOOL DISTRICT NO. 78 (FRASER-CASCADE)

REGULATIONS

NO: 4030 R

DATE: 1999-01-12

REVIEWED: 2009-04-14

REVISED: 2013-01-15

REVISED: 2016-05-10

SUBJECT: **USE OF SCHOOL GROUNDS, BUILDINGS AND EQUIPMENT**

1. General

The Board of Education, in providing use of all school buildings and grounds, will reserve the right to:

- Restrict or deny access to the district facilities when it deems such use is not in the best interests of the School District.
- Recover all costs made through a rental structure such that there is no subsidy
- Request first and last months' charges in advance
- Request a security deposit as required
- Ban smoking on all school district premises
- Ban alcohol consumption on school premises
- Not undertake any special services such as snow removal for access to the school when school is not in session
- Cancel agreements for failure to abide by any regulation or failure to pay any fees charged for previous use
- Cancel agreements without notice, where in the opinion of the Board the facility is unfit for use
- Cancel, suspend or postpone any agreement when the facility is required for school use provided at least one week's notice is given by the school to the user group. In these cases the renter shall be entitled to a full refund.

When user groups desire the use of school district facilities, the following factors will be taken into consideration:

1. Priority usage in the following order:
 - School programs
 - Community Use/Joint Use Agreements
 - Non-profit Civic Organizations
 - Other (commercial, political and religious groups).
2. Previous history of the users
3. Potential for alternate venues
4. Long-term booking vs. one time booking
5. Payment history (if applicable)
6. Date of booking

2. Booking the Facility

The booking agent for school district facilities will be as follows:

- **School gymnasiums and classrooms:** School Principal (except during the summer months when the responsibility is the Maintenance Supervisor).
- **Maintenance Building:** Maintenance Supervisor.
- **Grounds:** School Principal (except during the summer months when the responsibility is the Maintenance Supervisor).
- **District Education Office:** Secretary-Treasurer.

A rental application must be completed by all rental groups, signed by a person of legal age and of official standing in the group and approved by the appropriate booking agent.

The booking agent has the right to accept or refuse applications and will levy fees in accordance with this policy.

All applicants must carry appropriate liability insurance naming the School District as an additional insured and must provide proof at the time of booking. A responsible adult supervisor must be designated.

3. Conditions of Rental

All regulations issued by the Board of Education pertaining to the renting and use of school premises, as well as any rules posted in the particular premises used, must be met. Failure to do so may result in the Board refusing future rentals or terminating an existing rental agreement.

In-Charge

When the Principal or the Vice-Principal is not available, the custodian in charge is fully empowered to act as the Board's representative in directing the conduct of the rental and to ensure that the regulations are followed and that no damage is caused to school property.

A custodian will normally be on duty at all times when school buildings are in use after school hours.

Non-compliance and Damages

Infraction of regulations, or any occurrence of un-reported damage to school property or equipment, may result in suspension of use of any school property to the group found responsible.

Any damage, beyond normal wear and tear, will be charged to the renter.

Supervisors

All groups using school facilities shall provide adequate supervision of the participants in the activity.

An individual appointed by the organization to be on duty will:

- Make himself/herself known to the Custodian on duty
- Enforce all Board regulations and school rules
- Supervise the entrance and adjacent area to prevent unauthorized persons from entering the building
- Limit activities to the area assigned to the lessee and restrict participants to this area
- Ensure that operational time is adhered to, or, if slight variation becomes necessary in closing time, advise the Custodian and ensure the building is secure
- Ensure that all members are out of the building or off the grounds when the activity ceases.

In accordance with S. 177 of the *School Act*, custodial staff are authorized to direct people to leave school property if they feel the health, security or safety of staff, pupils or property (including damage) is at risk.

Smoking

Smoking is not permitted on school district property or in any school district building.

Alcohol

Liquor is not, under any circumstances, permitted on school district premises. Any violation of this clause will nullify the contract.

Rental Hours

Rental hours are normally between 6:00 p.m. and 10:00 p.m. but earlier access may be arranged when booking the facility.

All rentals must terminate and buildings vacated by 10:00 p.m.

Custodians on duty are authorized to close the premises at the time given on the rental permit.

To facilitate maintenance and in-depth cleaning, facilities may not be available during spring, summer or Christmas breaks. Considerations of applications for use during school breaks will depend on various factors, such as increased security needs, reduced heating levels and the need to complete repairs, maintenance and custodial work.

Equipment

Equipment may only be used with the permission of the school Principal.

Equipment must not be moved from one part of the building to another. Moving of all school equipment will be handled by the custodial or maintenance staff.

Chairs may not be removed, re-arranged, or additional chairs brought in without the permission of the Principal or booking agent in charge.

Playing Fields

- a) The Board shall have the right at any time to cancel without notice an agreement to use any of the playing fields, if in the opinion of the School District they are unfit for use due to inclement weather, or require repair or maintenance.
- b) The user will be expected to exercise care in the use of fields during inclement weather.
- c) Backstops, uprights, goal posts, soccer posts, etc. may not be removed or moved by the user group. Upon request, the Board may move the equipment and charge the cost to the user.
- d) Irrigation systems are not to be tampered with.
- e) The playing of golf, or the driving of golf balls, is not permitted on school grounds under any circumstances.
- f) There is to be absolutely no smoking or consumption of alcohol on school playing fields. Contravention of this provision will result in cancellation of school playing field privileges.

Restricted Use

Only areas specifically mentioned in the rental contract may be used.

Restricted Equipment

Sports equipment must be pre-approved by the school principal or designate.

Liability

- a) Persons using schools and School Board property are responsible for carrying their own accident insurance protection. The School Board carries liability insurance to indemnify it against its liability as the owner of the school and facility, and the actions of its employees in carrying out their employment duties.
- b) Groups using the school facilities and grounds shall accept responsibility for the cost of repairing any damage occurring during **their** use, and/or of replacing any equipment lost or stolen during such use; and shall pay any resulting costs. Any group failing to pay charges associated with the use of the school will forfeit future privileges. In addition, the Board reserves the right to take appropriate action to recover such costs and charges.
- c) The user agrees that there is no warranty, expressed or implied, on the part of the Board as to the suitability or condition of the school premises and/or playing field hereby leased and accepts the said premises at its own risk.
- d) The user group shall indemnify and hold harmless the School District and any of its officers, employees, servants, agents and contractors from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the

property belonging to the School District by the user group, and any of its officers, employees, servants, agents, contractors and volunteers, except to the extent that such loss arises from the independent negligence of the School District. The user group will agree to waive all rights of subrogation or recourse against the School District with respect to the use or occupation by the user group of the building and grounds owned by the School District and being used by the user group.

- e) The user group shall, without limiting its obligations or liabilities and at its own expense, provide and maintain the following insurances with insurers licenced in British Columbia and in forms and amounts acceptable to the School District.

General Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof (higher limits may be necessary at the determination of the Secretary-Treasurer). Such insurance shall extend to cover the user group, its officers, employees, servants, agents contractors and volunteers, and shall include the School District, its officers, employees, servants, agents, contractors and volunteers as additional insured with respect to liability arising out of the use or occupation by the user group of the facilities, grounds and property belonging to the School District.

- f) The user group shall provide the School District with evidence of all required insurance prior to the effective date of the rental. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the School District, the user group shall provide certified copies of required insurance policies.

NOTE: These certificates should be issued by the insurer or insurance broker of the user group and must contain the following information:

1. Name of the insurance company and the binder or policy number
2. Name and address of the user group
3. Policy period (covering at least the period the agreement is in place)
4. Description of coverage
5. Policy Limits
6. Description of insured operations and location(s)
7. Signature of authorized representative and date

- g) Following an accident or incident, an Incident Report Form must be completed and submitted with 48 hours of the incident whenever medical/first aid is required and/or loss or damage to School District property occurs. All reports of injury or damage shall be sent to the Secretary-Treasurer immediately.
- h) Reports of injury, damage, littering, or misconduct resulting from external user group use of school facilities and grounds shall be submitted by the Principal to the Maintenance Supervisor.

Termination of Rentals

All **yearly** rentals will terminate on the **last day of regularly scheduled classes**. Groups wishing to continue rentals in the next school year must re-apply in September. The Board reserves the right to terminate any rental at any time. **Summer rentals may be available by contacting the Maintenance Director.**

4. Rental Fees/Charges

Users will be charged for the following costs:

- Call-outs resulting from alarms caused by the user group.
- Extra custodial costs for week-end use of facilities.
(4 hour minimum double time call out)
- Extra custodial costs for extra clean-up after use.
(4 hour minimum double time call out)
- Damages caused by a user group.
- Any additional labour costs - actual costs.

The Board may waive fees through use of a Joint Use Agreement.

User Type

Type 1	Type 2	Type 3	Type 4
School District based Or non-profit organization staffed by volunteers for a program that does not charge fees	Youth/ Family Groups that provide programming/services facilitated or coached by volunteers	Youth/ Family/ Adult programs, health services, clubs etc. that are providing programming and services by paid facilitators or coaches or are not education based	Business / political / rentals for faith based services

Fee Schedule

Area	Type 1	Type 2	Type 3	Type 4
Classroom	School based	5.00	7.00	10.00
Multi-Purpose room	School based	7.00	11.00	15.00
Library small	School based	7.00	11.00	15.00
Library large	School based	11.00	16.00	21.00
Gymnasium * small	School based	10.00	15.00	20.00
Gymnasium * medium	School based	12.00	19.00	25.00
Gymnasium * Large	School based	16.00	20.00	30.00
Computer Lab or Kitchen	School based	30.00	40.00	50.00
<ul style="list-style-type: none"> • Prices are hourly • Additional charges apply for resource use (see Base Rate Charges for Resources) • GST included • Labour charges and security deposits – as required 				

- Gymnasium rentals do not include equipment other than basketball hoops, volleyball standards and/or hockey nets where available.

Base Rate Charges for Resources

Costs are based on item per day of use. Risers, stages and public address equipment require set-up by school district personnel. Not all resources are available at all sites.

	Cost	Labour	Security Deposit
Chairs	\$0.35 /chair	as required	as required
Risers	\$30.00	as required	as required
Portable staging	\$120.00	as required	as required
PA and display equipment	\$120.00	as required	as required

Draft



School District No. 78 (Fraser-Cascade)
Rental Agreement

Organization:

Contact:

Mailing Address:

Telephone:

Table with 2 columns: SD 78 Facility, Room, Date(s), Times

The following conditions must be strictly observed:

- 1. School buildings are not to be used for public dances.
2. No school building may be used without an approved Rental Agreement.
3. Smoking is not permitted on school district property or in any school district building.
4. Alcoholic beverages will not be permitted in any part of the school district building or on school grounds.
5. There will be no tacking or nailing, or use of scotch tape for any signs or decorations or other materials on walls, floors or ceiling which may deface the building.
6. Person(s) will not be allowed in any other part of the building other than that rented.
7. Any damage to furniture, fixtures or building will be paid by the renting organization.
8. The Custodian on duty, or the School Principal, is the School Board's on-the-spot authority.
9. The times specified in this Agreement will be adhered to.
10. School equipment may only be used when specific arrangements have been made with the Principal.
11. The school must be notified of cancellations.
12. No school building is to be rented in competition with other community facilities.
13. Groups must carry general liability insurance of not less than \$2 million in accordance with Board policy (Extra insurance may be required at the discretion of the Secretary Treasurer).

Table with 2 columns: Signature of Renter, Rental Fee

School District Use Only

Approved By: (signature of Principal or designate) Date:

Copies to: Custodian - District Education Office - Maintenance Supervisor