

## **Use of School Facilities**

### **Policy 2270**

**June 25, 1996**

**Revision: December 9, 2014**

School facilities are provided primarily to facilitate the education of young people. In addition to this function the Board wishes to make its facilities available to the public on an appropriate basis. The Board welcomes the use of its facilities for organized civic, cultural, welfare, or recreational activities which add to the life of the community.

1. All facilities are available for public use outside of regular school hours other than during school closures inclusive of statutory holidays, vacation periods, and non-instructional days. A local calendar will be available. As some areas available for public use may be actual teaching areas additional requirements such as meeting with the staff member(s) who is (are) the primary user(s), may be required.
2. The User and all participants in the User's activity/event will observe and comply with all Municipal, School District, Provincial and Federal by-laws and regulations such as the BC Fire Code.
3. The User will ensure that no tobacco substances are used on school grounds or within school district facilities by the User or group. The User will ensure that alcoholic beverages will not be brought onto or consumed on the premises or grounds by the User or group.
4. Priority usage will be assigned accordingly:
  - a. school related activities and functions;
  - b. activities and functions involving/or concerned with youth in the community;
  - c. activities by other interested parties.
5. Users will be classified under the following definitions:
  - a. Pre-School/School Aged (K-12) – group non-profit functions/activities directly related to the educational, cultural, and recreational welfare of children. These functions may be sponsored by professional or qualified individuals or public agencies that have responsibilities involving the welfare of children.
  - b. Pre-School/School Aged (K-12) – individual non-profit community users hosting activities/functions for a onetime event such as a birthday party or small group activity not considered an organized event such as a fun time with family.
  - c. Post Secondary Institutions and Community Service – non-profit functions directly related to the education, cultural, and recreational welfare of adults, and who are sponsored by professional or public agencies whose responsibilities involve the

continuing education of adults. This category will also include non-profit functions sponsored by groups/individuals whose function is intended to support the community.

- d. Commercial Activities – where an individual, group of individuals, or company stand to make personal gain from using a school district facility. For example, enterprises having an expectation of profit making, non-resident groups.
- e. Staff Users – where only staff members or groups of staff members use the facilities for personal wellness purposes or other purposes outlined in the School District protocol.

Staff members bringing non-staff members when using facilities fall under the classifications a-d above when using facilities for purposes other than those identified in the protocol.

- 6. A schedule of fees will be available to outline expenses associated with security and cleaning. The Secretary-Treasurer will be responsible for reviewing the fee schedule, on an annual basis, and providing recommendations to the Board of Education for any adjustments.
- 7. All Users MUST fill out an Application for Use of Facilities, Grounds and Equipment Form, and sign the indemnity clause and initial acceptance of the regulations governing the use of district facilities, grounds and equipment. Regular users must complete a new application annually.
- 8. This form must be approved by the Principal or designate, for the school involved.
- 9. This form must be authorized and filed at the School Board Office.
- 10. Signed copies of the application for use will be sent to the school, the user group and the janitor.
- 11. The party signing on behalf of the user group must be 19 years of age or older and may not be a student in the school district.

### *REGULATIONS*

- 1. Fees – fees, to cover the general upkeep of the facilities, security and janitorial, will be charged for the use of school facilities. Fees for one day/one time events are to be paid by cash or cheque, seven days in advance, at the School Board Office.
- 2. Liability Insurance – The User shall , without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licenced in B.C. and in forms and amounts acceptable to the School District:

General liability insurance with a limit of not less than two million dollars, inclusive per occurrence for bodily injury and property damage including loss of use thereof.

Such insurance shall extend to cover the User, its officers, employees, servants, agents, contractors, and volunteers and shall include the District, its officers, employees, servants, agents, contractors, and volunteers as additional Insureds with respect to liability arising out of the use or occupation by the user of the property belonging to the District.

Please note that insurance requirements will be waived for classifications “b” and “e”, Users under classifications “b” and “e” will be required to sign off an indemnification and a hold harmless clause on a user form.

3. Insurance Certificate – The User shall provide the District with evidence of all required insurance prior to the User’s use of the District’s premises. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the District, the User shall provide certified copies of required insurance policies.
4. User Accepts the Premises at Their Own Risk and agrees that the District has made no warranties or representations respecting its suitability or condition.
5. Responsibility for Damages to District Facilities, Grounds and Equipment – The User is responsible for any and all damage to the District’s premises and property arising out of the use of the District’s premises and property. The User will pay the District forthwith for the costs of any repairs or replacements of the District’s premises and property.
6. Reporting – The User will report to the District, within forty-eight hours following any accident or incident that occurred on or near the District’s premises, whenever medical/first aid attention is required or loss or damage to District property occurs.
7. Usage – The User will use the access to the facilities only as directed by the School District and will ensure that only the designated areas listed in the User Agreement are used by the User group. Only the activities listed in the User Agreement are authorized. The User will strictly adhere to the times specified in the User Agreement.
8. Appropriate Footwear – The User will ensure that they and their User group wear regulation gymnasium footwear.
9. Equipment – Equipment in our schools is intended to support instruction. Therefore, only stationary pieces of equipment will be available for Users i.e. volleyball standards, unless special permission has been granted. When special permission is granted the items will be identified on the User agreement and the User will ensure that all pieces of authorized equipment are returned to their original place of storage.

10. Supervision – The User will provide adequate supervision of participants and attendees for the duration of the rental activity and will be present, or have a designated adult responsible, during the entire approved rental period.
11. Storage – Storage space is limited in schools, therefore, space for storage will not be provided for users unless special authorization has been given. In cases where special authorization has been given then users will indicate that the School District is not held liable for theft, damage, or loss due to any circumstances.
12. Parking – groups larger than 50 people must have an individual supervise the parking lot to keep the access to the school free.
13. Cancellation – the User will notify the School of any cancellation no later than 3 days in advance of the booking. Cancellation after this date may result in fees being charged. If a school must cancel for unforeseen circumstances, the school will notify the User as soon as possible.
14. Termination – the District may terminate the agreement at any time for any breach of these Regulations by the User.
15. District’s Right to Cancel or Alter the Agreement – the District reserves the right to cancel or alter any User Agreement at any time with or without cause and no claim may be made against the District in respect of the cancellation or alteration.