

SCHOOL DISTRICT NO. 51 (BOUNDARY)

P O L I C Y

SECTION	TITLE	NO. 2060
FINANCE/FACILITIES	<u>Public Use of School Facilities</u>	

DATE ADOPTED: June 13, 2006

DATE AMENDED: February 9, 2016

DATE REVIEWED: March 13, 2018

The following policy applies to all rentals of School District facilities except those for which the School Board has entered into a separate Joint Use Agreement.

The policy regarding community/public use of School District facilities shall be based on the following premise:

1. The School Board's first consideration for the use of school facilities is to meet the needs of students and school programs during daytime periods and such evening and weekend periods as may be required.
2. The Board agrees, however, that school facilities should be used as extensively as possible by community/public organizations and other groups when not required for District educational programs. Preference will be given to activities of educational, cultural or recreational value and to children's groups.
3. The School Board considers that the schedule of fees and accompanying terms and conditions for community use of school facilities should be governed by several principles:
 - Need for recognition by all groups of building-related costs.
 - Need for adequate control of use by School District officials.
 - Provision of graduated fees, with lowest rates charged to student-related activities and highest to private or commercial activities.
4. The following priorities shall apply to community/public use of school buildings, grounds and facilities:

Educational

- A logical extension of the Board's educational programs, e.g. school co-curricular programs (free usage between 3:30 p.m. and 10:00 p.m. or one hour before the custodial shift ends on school days).
- Approved education or any other group, e.g. Fire Suppression classes.

Cultural/Recreational

- Promoting cultural learning or physical fitness, e.g. art shows, concerts, etc.

Community Service

Community welfare as the primary objective, e.g. service clubs, class reunions, recognized political groups, etc.

Other

- Private and/or out of town profit-making programs, commercial organizations, government agencies, and religious groups.
- Private teaching or instruction of recreational activities other than those covered by the Recreation Commission.

School facilities will not be available for personal celebrations.

NOTE: Individuals or organizations sponsoring activities for recreational use or physical fitness may be sponsored through the Recreation Commission in the Grand Forks Geographical Area, however, arrangements for use of gymnasiums will be booked by the school office in liaison with the Recreation Director. Use of grounds is to be arranged through the Recreation Commission. Contact the Recreation Commission at 250-442-2202. It is to be noted that the Board's policy and regulations apply to the use of grounds.

REGULATIONS

Terms & Conditions for Rental of School Facilities

The following terms and conditions shall apply to community/public use of all school buildings, grounds, and facilities.

1. No school facilities or grounds are to be used without a signed agreement. Applications for rental of school facilities must be completed at the School Board Office. A rental agreement must be signed by the user two (2) weeks prior to any reservation being accepted. THE PERSON OR GROUP USING THE SCHOOL DISTRICT BUILDINGS, GROUNDS, OR EQUIPMENT ARE RESPONSIBLE FOR BEING AWARE OF ALL REGULATIONS RELATING TO RENTAL OF SCHOOL FACILITIES.
2. The Principal of the school concerned shall be consulted before any rentals are finalized. Principals and/or designate may arrange all details for school and/or extra curricular activities, and shall advise the custodial staff and the School Board Office of all such arrangements.
3. The School Board reserves the right to request payment in advance of any rental and may require the posting of a damage deposit and/or proof of liability insurance. Depending on the user, documents referenced in Appendix E may be required.
4. Alcohol or non-prescription drugs are not to be brought onto nor consumed on School District premises.
5. Smoking is prohibited in the facility by the renting group or their customers.
6. No sprinklers or other irrigation equipment can be moved or tampered with.
7. All fire regulations shall be strictly observed.
8. Adequate adult supervision shall be provided for all youth activities.
9. The School Board reserves the right to refuse or to terminate any rental application.
10. In case of labour disputes (strikes, lockouts) resulting in the closure of schools, all rentals will be suspended.
11. No person or group shall use any School District buildings, grounds or equipment for any purpose other than normal school instruction without the permission of the Board through the Secretary-Treasurer. The exception to this regulation is for recreational or physical fitness users who arrange for use through the Recreation Commission. Costs for damages to school facilities will be billed to the user group. No goal posts or other fixtures or equipment, glass containers, line paint or other preparation shall be allowed on playing fields or lawns unless prior permission is obtained. No unauthorized vehicles are allowed on school grounds. Golfing is not allowed on School District property.

12. Outdoor Facilities – the use of the grounds is subject to the user being responsible for any damage to school property during the occupation of the grounds. Lessors must clean up litter or debris left on the grounds by spectators and others that may be present. The Board may request a deposit in the amount of \$100, refundable on satisfactory clean-up of the grounds by the users.

13. The following terms and conditions shall apply to community/public use of all School District equipment.

- Equipment is not included except mats, badminton and volleyball nets and posts in gyms, and standard pianos in the auditorium.
- If sound equipment and/or lighting equipment is required, the user must contact the School Board Office for the contact information of people authorized to set up and operate the sound and/or lighting equipment.
- Organizations using equipment shall be responsible for all costs if lost or damaged.
- The Board and/or the school reserve the right to refuse any application for the use of School District equipment.

14. All groups using school facilities shall provide adequate supervision of the participants in the activity by a mature person or persons. The right is reserved by school officials to evaluate the supervision. An individual appointed by the organization on duty throughout the occupancy will:

- Make him/herself known to the custodian-in-charge on duty in the building
- Enforce all Board regulations
- Supervise entrance and adjacent areas to prevent unauthorized persons from entering the building
- Limit activities to the area assigned to the group and restrict participants to these areas
- Ensure that the specified time is adhered to or, if slight variation becomes necessary, advise custodian
- Users are expected to make a reasonable effort to restore the facility to the order in which they found it
- Ensure when activity ceases and in any event no later than 10:00 p.m. or 1 hour before the custodial shift ends.

15. Telephone service will not be made available to parties using facilities.

16. Supervision – use of facilities on weekends, legal holidays, and other times where regular custodial staff are not on duty, will be contingent on the availability of appropriate supervision.

17. Advertising – no advertising may be done (for commercial purposes) through the school, nor can advertising be attached to the outside of the school.

18. Restricted Use

- Only areas specifically mentioned in the rental contract may be used when using grounds. Access to buildings is not included unless previous approval has been granted by the Secretary-Treasurer or their designate.

- Libraries are not available for public use.
- Gymnasiums may be available during July and August subject to maintenance schedules and approval granted by the Secretary-Treasurer.
- School weight rooms are not available for public use.

19. Note that School District areas have maximum capacity ratings pursuant to local fire regulations – See Appendix A.

General

All users must complete a Facility Use Agreement – Appendix D

Fees for use of school facilities and/or equipment shall be administered by the School Board Office and reviewed periodically. District labour costs, calculated at the appropriate union rates, shall be charged for services exceeding normal duties (e.g. after normal custodial or maintenance shifts or the moving and set up of tables or chairs)

Supervision and Clean-up Charges

A School District employee must be on supervision for all after-school use of a school building, but the organization authorized to use the facilities shall assume full responsibility for supervision of the activity in which it is involved.

When an event necessitates overtime supervision by a School District employee, the rate charged shall be in accordance with the salary schedule in effect at the time the facilities are in use by the organization. No direct payment to School District personnel is to be made by the organization.

When an event is held on a non-instructional day, the cost of custodial services will be the responsibility of the renter.

**APPENDIX A
FACILITY SIZES AND CAPACITIES**

School	Dimensions	Maximum Capacity
Grand Forks Secondary <ul style="list-style-type: none"> • Gymnasium • Gymnasium Bleachers • Auditorium • Multi-Purpose Room 	85' x 91' or 25.9m x 27.74m 32' x 51' or 9.75m x 15.55m	675 350 345 100
Dr. D.A. Perley Elementary <ul style="list-style-type: none"> • Gymnasium 	50' x 71' or 15.24m x 21.6m	435
John A. Hutton Elementary <ul style="list-style-type: none"> • Gymnasium 	50' x 78' or 15.24m x 23.77m	435
Christina Lake Elementary <ul style="list-style-type: none"> • Gymnasium 	50' x 56' or 15.24m x 17m	340
School Board Office <ul style="list-style-type: none"> • Board Room 	16' x 32' or 4.88m x 9.75m	35
Boundary Central Secondary <ul style="list-style-type: none"> • Gymnasium • Commons Room 	83' x 66' or 25m x 20m 35' x 45' or 10.67m x 13.7m	475 seated/1250 standing
Midway Elementary <ul style="list-style-type: none"> • Gymnasium 	40' x 54' or 12.24m x 16.5m	185
Greenwood Elementary <ul style="list-style-type: none"> • Gymnasium 	51' x 65' or 15m x 19.78m	400
West Boundary Elementary <ul style="list-style-type: none"> • Gymnasium 	48' x 83' or 14.78m x 25.4m	437 seated/1040 standing

APPENDIX B GROUP CLASSIFICATIONS AND RENTAL RATES

Group 1

Any individual or group that provides a non-profit service or activity that benefits students, youth or the community or humanitarian causes.

Facility	Hourly Rate
1. Gymnasiums – Secondary	No Charge
Gymnasiums – Elementary	No Charge
2. Multi-purpose room – Secondary	No Charge
3. Classroom	No Charge
Facility	Hourly Rate
Auditorium and dressing rooms	
• For production	\$25.00
• For recital	\$20.00
• Rehearsals/set-up/breakdown	\$10.00

Group 2

Any individual or group conducting activities that benefit the individual or group but do not meet the criteria of Group 1.

Facility	Hourly Rate
1. Gymnasiums – Secondary	\$30.00
Gymnasiums – Elementary	\$20.00
2. Multi-purpose room – Secondary	\$15.00
3. Classroom Multi-purpose room kitchen – GFSS	\$25.00
4. Classroom	\$10.00
Facility	Hourly Rate
Auditorium and dressing rooms	
• For production	\$25.00
• For recital	\$20.00
• Rehearsals/set-up/breakdown	\$10.00

Note: Funds collected for the Auditorium rentals will be collected in a separate account and used to upkeep and refurbish the facility as needed.

Group 3

Commercial Users – Individuals, partnerships, corporations, or other businesses set up for commercial or profit purposes, using the facilities with the intention of making a profit.

Facility	Hourly Rate
1. Gymnasiums – Secondary	\$50.00
Gymnasiums – Elementary	\$40.00
2. Multi-purpose room – Secondary	\$30.00
3. Multi-purpose room kitchen – GFSS	\$65.00
4. Classroom	\$35.00
Facility	Hourly Rate
Auditorium and dressing rooms	
• For production	\$50.00
• Rehearsals/set-up/breakdown	\$40.00

**APPENDIX D - EAST
SCHOOL DISTRICT NO. 51 (BOUNDARY)
FACILITY USE AGREEMENT**

Name of User							
Address							
Contact Name							
Telephone No.				Activity			
School Requested	GFSS		DAP		JAH		Other
Facilities	Auditorium 350 maximum		Gym		MPR		Other
Date of Rental							
Time of Activity							
Lights/Sound	Robotic		Conventional		Sound		
Rental Fee							Inv #

Note: The person or group using the School District's facilities are responsible for being aware of all regulations relating to rental of school facilities.

1. SCHOOL HOLIDAYS - Facilities are not available on school holidays unless special arrangements are made in advance.
2. ENTRANCE - Entrance to the building will be as directed.
3. NO SMOKING - Smoking is not allowed in any part of the school buildings or grounds inclusive of corridors and washrooms.
4. NO ALCOHOL OR NON-PRESCRIPTION DRUGS - Alcoholic beverages and non-prescription drugs will not be permitted in any part of the school premises or grounds.
5. RESPONSIBILITY - The Board shall not be responsible for damage to or loss of clothing or equipment of the applicant or any person attending the function.
6. SIGNS & DECORATIONS - There will be no tacking or nailing of any signs or decorations or other materials on walls, floors, ceiling nor any defacing of building.
7. SPRINKLER SYSTEM - No sprinklers or other irrigation equipment can be moved or tampered with.
8. NO ADMITTANCE TO OTHER PARTS OF THE BUILDING - No persons will be allowed in any other part of the building other than that rented.
9. REPAIR OR REPLACEMENT OF DAMAGE TO BUILDING AND/OR EQUIPMENT - Any damage to furniture or fixtures will be paid for by the above organization.
10. AUTHORITY - The custodian on duty, or the School Principal, is the Board's on-the-spot authority and her/his instructions will be adhered to at all times.
11. HOURS OF USE - The specified times asked for and agreed upon will be strictly adhered to at all times. Except for weekends, schools are only available for public use after school hours, 3:30 p.m. to 10:00 p.m. or from afterschool until 1 hour before the end of the custodial shift.
12. GENERAL HIRING - Only the hirer's equipment will be used and no equipment of the Board's will be used with the exception of normal furnishings and fittings, unless specific arrangements are made.
13. COPYRIGHT - The Board shall not be responsible for the payment of copyright royalties and further; the lessee agrees to indemnify the Board for any actions resulting from breach of copyright laws by the lessee.
14. FOOTWEAR - Running shoes with non-scuff shoes must be worn in gymnasiums.
15. CANCELLATIONS - Notification of cancellation to Board Office one week in advance.
16. TERMINATION OF AGREEMENT - The Board reserves the right to terminate this Agreement at any time and all uses are subject to change at the Board's discretion. It is the Board's privilege to refuse a rental if the request is not received in due time to notify all parties involved.

School Board

Agent/Officer of Renter

Date Approved

**APPENDIX D - WEST
SCHOOL DISTRICT NO. 51 (BOUNDARY)
FACILITY USE AGREEMENT**

Name of User											
Address											
Contact Name											
Telephone No.					Activity						
School Requested	BCSS		MES		WBES		GES	BES		BWCS	
Facilities	Theatre		Gym		Commons		Other				
Date of Rental											
Time of Activity											
Rental Fee								Inv #			

Note: The person or group using the School District's facilities are responsible for being aware of all regulations relating to rental of school facilities.

1. SCHOOL HOLIDAYS - Facilities are not available on school holidays unless special arrangements are made in advance.
2. ENTRANCE - Entrance to the building will be as directed.
3. NO SMOKING - Smoking is not allowed in any part of the school buildings or grounds inclusive of corridors and washrooms.
4. NO ALCOHOL OR NON-PRESCRIPTION DRUGS - Alcoholic beverages and non-prescription drugs will not be permitted in any part of the school premises or grounds.
5. RESPONSIBILITY - The Board shall not be responsible for damage to or loss of clothing or equipment of the applicant or any person attending the function.
6. SIGNS & DECORATIONS - There will be no tacking or nailing of any signs or decorations or other materials on walls, floors, ceiling nor any defacing of building.
7. SPRINKLER SYSTEM - No sprinklers or other irrigation equipment can be moved or tampered with.
8. NO ADMITTANCE TO OTHER PARTS OF THE BUILDING - No persons will be allowed in any other part of the building other than that rented.
9. REPAIR OR REPLACEMENT OF DAMAGE TO BUILDING AND/OR EQUIPMENT - Any damage to furniture or fixtures will be paid for by the above organization.
10. AUTHORITY - The custodian on duty, or the School Principal, is the Board's on-the-spot authority and her/his instructions will be adhered to at all times.
11. HOURS OF USE - The specified times asked for and agreed upon will be strictly adhered to at all times. Except for weekends, schools are only available for public use after school hours, 3:30 p.m. to 10:00 p.m. or from afterschool until 1 hour before the end of the custodial shift.
12. GENERAL HIRING - Only the hirer's equipment will be used and no equipment of the Board's will be used with the exception of normal furnishings and fittings, unless specific arrangements are made.
13. COPYRIGHT - The Board shall not be responsible for the payment of copyright royalties and further; the lessee agrees to indemnify the Board for any actions resulting from breach of copyright laws by the lessee.
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School Board

Date Approved

Agent/Officer of Renter

APPENDIX E

USER GROUP REQUIREMENTS

STANDARD CLAUSES	USER GROUPS		
	Group 1	Group 2	Group 3
Indemnification and Hold Harmless	X	X	X
Liability Insurance Requirement	X	X	X
Waiver of Subrogation	X	X	X
Certificates of Insurance	X	X	X
Incident Reporting Requirement	X	X	X

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

The (User Group Name) shall indemnify and hold harmless School District No. 51 (Boundary) (owner) 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 School District No. 51 (Boundary) by (User Group Name) 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.

Signature

LIABILITY INSURANCE CLAUSE

The (User Group Name) shall without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to School District No. 51 (Boundary).

General liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the (User Group Name) its officers, employees, servants, agents, contractors, and volunteers and shall include the School District, its officers, employees, servants, agents and contractors, and volunteers and shall include the School District, its officers, employees, servants, agents, and contractors as additional Insurers with respect to liability arising out of the use or occupation by the (User Group Name) of the property belonging to the School District.

Signature

WAIVER OF SUBROGATION CLAUSE

The (User Group Name) hereby agrees to waive all rights of subrogation or recourse against the School District with respect to the use or occupation by the (User Group Name) of the premises described in the Agreement.

Signature