

Coast Mountains Board of Education School District 82

7000 Facilities, Grounds and Equipment

7110 **Community Use of School Facilities**

Date Revised: June 1, 2005

Date Adopted: Nov. 1997

Responsibility Centre: Director of Facility Services

Policy

It is the policy of the Board of School Trustees, subject to the exercising of its powers of discretion, to allow maximum use of school premises and grounds for the benefit of the community. Where there are community facilities under a Recreation Commission, the Board will not, except by arrangement with the Commission, accommodate those activities from which the Commission derives its income.

It is the common policy of the Board that there be cooperation to adopt the principle of total community use of schools after the hours needed for school use.

The Board of School Trustees will make, where possible, facilities available to Northwest Community College and other provincial educational institutions for educational programs and to the Community Municipal Government for recreation courses.

Regulations

I. General Information

- A. The ORDER OF PRIORITY USE is established as follows:
 - 1. Normal educational school use
 - 2. School recreational and sports activities
 - 3. Continuing Education classes
 - 4. Community and other activities
 - 5. Adult Dances
- B. GROUPING OF ACTIVITIES AND THE SCALE OF CHARGES, as established by the School Board, are set out in subsequent pages of this Manual.
- C. School premises will not be available for any function at which ALCOHOL BEVERAGES are to be consumed.
- D. Board owned buildings, including closed schools, will be available for functions at which alcohol beverages are to be consumed. Promoters of functions at which alcohol will be consumed may apply to a Committee of the Board for permission, providing the following conditions are met:

1. At least seven (7) clear days notice is to be given to the Committee that permission is requested, preferably in writing.
2. The promoter must supply proof that an insurance company will provide adequate coverage for the building on a single use basis, with specific reference to the nature of the activity.
3. The promoter must provide control of those organizing and attending the function to ensure compliance with the regulations for use of facilities, and with the Fire Marshal Act and Liquor Control Board. If the Committee specifies security guards, the cost must be paid by the promoter.

II. Allocation of Time in Buildings

- A. Allocation of time to outside organizations for accommodation in school buildings shall be made through the office of the Secretary Treasurer and will not be authorized until the school time-table for after-hours use is completed for the term. Re-scheduling for school purposes shall take precedence, provided such organizations receive a minimum of three days notice of such change.
- B. A nominal charge to cover extra utility costs will be charged to adult groups or organizations (i.e. not specifically directed to or catering for persons of school age).
- C. Appropriate footwear must be worn in all school gymnasiums.
- D. Any violation of the regulations for use of facilities may result in the cancellation of the privilege of using school facilities by the organization and the forfeiture of any fees paid in advance.

III. Holiday Use of Grounds and Facilities

- A. The Board recognizes the importance of school district facilities and grounds to the communities of School District 82 (Coast Mountains).
- B. Every effort will be made to accommodate community use but such accommodation will only be made after maintenance and cleaning priorities have been met. In the case of labour disputes, strikes, lockouts resulting in the closure of schools, all rentals will be suspended.
- C. Keys will not normally be issued to non-employees.

IV. User Groups: Gymnasiums and Classrooms

Group 1: Community / Free Users

- A. Non-profit functions directly related to the educational, cultural, and recreational welfare of children, and sponsored by them or by professional or public agencies whose responsibilities involve the welfare of children. Typical examples: career counselling, sports meets, graduation

ceremonies, school patrols, fun fairs, intra-mural and inter-scholastic athletic competitions, school drama programs and festivals, school bands and other musical presentations, school dances, Pacific Northwest Music Festival, public speaking contests, adult education, Education Week, teachers' workshops, conventions and union meetings, parent- teacher meetings.

- B. Brownies, Guides, Cubs, Scouts, Cadets, Children's Festivals, Health Clinics, school sponsored activities, rooms for examinations, children's sports and games, Parent Advisory Group meetings, Parents for French.

Group 2: Recreation and Sports

- A. All adult sports not under Recreation Commission, square dancing, Rod & Gun, non-vocational and art courses not under Continuing Education Program.

Group 3: Amateur and Sponsored Activities

- A. Little Theatre, sponsored shows (for community projects), band concerts, amateur dancing displays and classes, adult music festivals, lodge and service club installations, political and union meetings.

Group 4: Commercial

- A. Commercial shows, business demonstrations, music and other courses held for profit.

Group 5: Adult Dances

V. Regulations for Use of School Facilities, Except the REM Lee Theatre

1. Smoking is not to be permitted in district buildings.
2. Food will be permitted only in designated areas. The Principal, in consultation with the Secretary Treasurer, will designate food areas.
3. Alcoholic beverages will be permitted only by special resolution of the Board.
4. A custodian or person designated by the Principal will be on duty any time the gymnasiums are in use, including weekends. When a custodian is not regularly on duty, the user of the facilities will be required to reimburse the Board for the cost of overtime. The availability of a designated supervisor will be a condition of rental or use.
5. A custodian or person designated by the Principal will be responsible for the opening and locking of schools after use.

6. Temporary partitions may be made available to "zone" the school for security purposes. Users will only have access to the parts of the building necessary for the agreed activity.
7. The Board, in conjunction with the school Principal, will assign priorities to the use of the facilities. Community children and non-profit groups will receive priority.
8. All groups using the facility will be booked. Ad hoc use of the facilities will not be permitted.
9. All bookings will have definite start and stop times. Groups which regularly abuse the stop time will be denied use of the facilities.
10. User groups will be responsible for any damage or loss which occurs during their period of usage. This will include responsibility for the conduct of guests and spectators.
11. Activities must suit the facilities. Proper footwear and protection for the facilities must be provided. Activities which damage the facilities will not be permitted.
12. User groups are responsible for providing balls and other consumables.
13. The Board may request a deposit from a user group. This deposit is to ensure that the group undertakes cleanup or as a damage deposit on the facilities. The making of a damage deposit does not relieve the group for restoration of the property should damage take place.
14. Requests for facilities which are outside the guidelines as stated will be declined by the administration.
15. The Board recognizes the following traditional users of the gymnasium under conditions as outlined:
 - a) Big Band Parents Associations, Big Band Dance will be permitted to hold one dance/adult social per year, subject to mutual agreement with the school as to the time and these regulations, in the Skeena gymnasium, and only until such time as a facility of adequate size is available in the Terrace area.
 - b) Lions Club of Stewart will be permitted to hold one dance per year, subject to mutual agreement with the school as to the time, in the Stewart Elementary School, and only until such time as a facility of adequate size is available in the Stewart area.

- c) Winter Club of Stewart will be permitted to hold dances and socials as per the joint use agreement between the board and the winter club.
16. A community use committee will be established in each community as required. This committee will be comprised of a representative of the Board, a school administrator, and a representative of the community or city recreation department. The function of the committee will be to hear complaints; resolve differences between users of the facilities; resolve differences between the principals, users and recreation department; to ensure adherence to policy and guidelines.
 17. During March of each year, principals will provide the committee with a summary of blocked periods for the September to December period and in September a summary of blocked hours will be provided for the January to June period. Periods which are not protected by this block will be available for assignment by the City for activities.

NOTE: The Owner may require that evidence of insurance coverage be provided by users of District Facilities.



Coast Mountains Board of Education SD 82

3211 Kenney St., Terrace, B.C. V8G 3E9 (250) 635-4931 fax: (250) 635-4287

USE OF FACILITIES AGREEMENT – Policy 7110

Applicant:		Date:	
School:		Date Approved:	
Day(s) and Time of Use			
Time:	From	Purpose:	
	To	Instructor:	
Facilities & Equipment Required			
Rental Fees:	See Regulations	Group (1) ____ (2) ____ (3) ____ (4) ____ (5) ____	
Facility:	See Regulations	Fees:	
Supervision:	\$50/hour	Fees:	
Custodial:	\$40/hour (2 hour minimum)	Fees:	
Sunday all charges	\$60/hour (2 hour minimum)	Total Fees:	
NOTE: SCHOOLS WILL BE CLOSED DURING ALL HOLIDAYS			
Principal's comments on group using facility			
Regulations (attached) are agreed to for, and on behalf of the organization:		On Behalf of Principal:	
Title:		Copy to:	
Phone:		____ Applicant	
Address:		____ Principal	
		____ Director of Facilities: Fax 250-638-4471	
		____ Manager of Finance: Fax 250-638-4490	
Custodial Duties Provided by:			
Supervision Duties Provided by:			

STANDARD CLAUSES	USER GROUPS		
	Commercial	Non-Profit	Community
Indemnification and Hold Harmless	x	x	x
Liability Insurance Requirement	x	x	
Waiver of Subrogation	x	x	x
Certificates of Insurance	x		

USER GROUP NAME: _____
 "Identified in the following as "User Group")

1. Indemnification and Hold Harmless Clause

The User Group shall indemnify and hold harmless School District 82 (Coast Mountains) 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 82 (Coast Mountains) 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.

2. Liability Insurance Clause

The User Group shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licenses in British Columbia in forms and amounts acceptable to School District 82 (Coast Mountains): Comprehensive General Liability Insurance with a Limit of not less than \$1,000,000. inclusive per occurrence for Bodily Injury and Property Damage including loss of use thereof. Such insurance shall extend to cover that User Group, its officers, employees, servants, agents and contractors as additional insureds with respect to Liability arising out of the use or occupation by the User Group of the property belonging to School District 82 (Coast Mountains).

Such Comprehensive General Liability Insurance shall contain coverage for *Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Cross Liability, Elevator and Hoist Liability, Contingent Employers Liability, Occurrence Property Damage, Employees and/or Volunteers as Additional Named Insured, Use of Form Property Damage and Tenants All Risks Legal Liability* (subject to a minimum limit of \$1,000,000) to apply to the use and/or occupation by the User Group of the Premises described in the permit or license agreement.

3. Waiver of Subrogation Clause

The User Group 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 of the premises described in the permit or licence Agreements.

4. Certificates of Insurance Clause

The User Group shall provide the School District with evidence of all required insurance prior to the effective date of the (contract, licence agreements or permit). 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. 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 sand Address of the Insured (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 Locations(s)
7. Signature of Authorized Representative and Date

Note: Insurance Coverage must not contain an exclusion regarding injury to participants.

Signature: _____
 (On behalf of User Group)

Date: _____

Community Use of School Facilities Regulations

Policy 7110

FACILITY: _____

	G R O U P	Caledonia, Skeena, Thornhill Junior Auditorium & Kitchen		Standard Size Auditorium & Kitchen Group 2 Elementary Gym		Small Activity Rooms		Classrooms with Kitchen	Grounds
GROUP		Afternoon/ Evening	All day	Afternoon/ Evening	All day	Afternoon/ Evening	All day	Hourly Rate	
Community	1	Free for "no charge" events that focus on children only							No charge for summer playground, soccer, track meets, baseball, softball practices
Recreation & Sports	2	\$15 per hour	\$15 per hour	\$10 per hour					
Amateur & Sponsored	3	\$80	\$120	\$60	\$100	\$40	\$80	\$10	
Commercial	4	\$180	\$360	\$150	\$300	\$100	\$200	\$20	
Adult Dances	5	\$380	\$560	\$350	\$500				

Saturday: Custodial charges: \$40 per hour (2 hour minimum)
Supervision of event: \$50 per hour

Sunday: All charges: \$60 per hour (2 hour minimum for custodial)

Note: Charges for activities sponsored by the Terrace Recreation Commission will be arranged between the Commission and the Board through a Facilities Use Agreement.

RECIPROCAL AGREEMENT: Northwest Community College
Riverlodge (Kitimat)
Terrace Parks and Recreation
AO's (any facility agreement or usage agreements)

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