

## 5190 Use of School Facilities

Policy 5190

STATUS: **FOR REVIEW**

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### *USE OF SCHOOL FACILITIES*

Board Approved: March, 1972

Last Revised: June 19, 2013; January 2015; April 2021

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#### Description:

~~Since As all schools and district facilities are the property of the Board of Education, and since the facilities are established, maintained and operated by funds provided by taxpayers,~~ The Board of Education accepts the responsibility for making its' facilities available to responsible ~~organizations, associations, and~~ individuals ~~or groups~~ of the community for appropriate ~~educational~~, civic, cultural, ~~child-care~~, early learning or recreational activities that do not infringe upon, nor interfere with, the operations, reputation and best interests of public education, ~~and~~ the community at large, and are in accordance with the policies and regulations of the school district.

~~When District facilities are made available to small business or commercial operations, care will be exercised to charge rent at rate commensurate with fair market value for the space provided, so as not to interfere with property owners who make their living through rental properties in the private sector.~~

\*Exemption from payment of rent does not mean cost-free. Where custodial or other services beyond the use of the facility are required, the school will charge at a cost-recovery rate. (brought in from regulation)

*USE OF SCHOOL FACILITIES*

Board Approved and Codified: November 4, 1985

Last Revised: June 19, 2013; January 2015; April 2021

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Description:

**Regulations Governing Use of All School District Facilities**

1. All agreements with outside users of schools may be signed by the school Principal as designate of the Secretary-Treasurer.
2. Type of Activities Prohibited:
  - i) Promote any theory or doctrine subversive to the laws of Canada or any political subdivision thereof.
  - ii) Any activity that may violate the canons of good morals, manners or taste, or be injurious to the buildings, grounds or equipment.
  - iii) Any purpose in conflict with school activities.
  - iv) Activities that are discriminatory in the legal sense.
  - v) Smoking/vaping in school district buildings and vehicles.
  - vi) The use of alcoholic beverages is not permitted at school district facilities, except on occasion, at events, ~~hosted or permitted by the Recreation and Social Services Societies that are associated with our schools or property that is otherwise leased or rented to third parties, and~~ where the board has given prior approval to consume alcohol. The group requesting permission to serve alcohol must have complied with any and all conditions that may be stipulated by the board, and the Province of British Columbia, prior to alcohol being served.
3. All groups renting school premises are held responsible for acquainting themselves with these regulations, and for complying with them; this provision applies equally to regulations promoted by the Principal in respect of any particular school. Failure to comply with these regulations may result in withdrawal of renting privileges by the Board of Education.
4. All groups or individuals are to be engaged by filling out an official Facilities Use Agreement (including Release Of School Liability and Indemnity forms). The forms are available at the School Board Office or from the office of the Principal of the School. The rental may not be considered secured until these applications have been signed by the School Principal. All applications are to be submitted to the Principal who will keep a copy on file and will forward to the Board Office. ~~if requested~~. During the summer months, in the absence of the Principal, applications will be made directly to the Secretary-Treasurer or designate, and will only be consider if it does not interfere with summer maintenance and custodial work.

5. Rent payment is due within ten days from the receipt of statement. Non-Payment ~~may~~ **will** prejudice future use of premises by the organization concerned.
6. It is clearly understood by the Applicant that, except where rental refund has occurred (where applicable), School District No. 59 (Peace River South) assumes no responsibility whatsoever if last minute cancellations are caused by power failure, heat failure, Fire Marshal Regulations, or other causes beyond the control of the School Board.
7. Use of school premises by non-school organizations shall be subject to the needs of the school itself. School activities are given priority and it may be necessary to cancel arrangements with any group on certain dates or on a permanent basis. Whenever possible at least two weeks notice will be given of such cancellation.
8. Renting groups will be held responsible to replace or repair damages to school equipment or property occurring during their use of the premises.
9. All regulations required by the Fire Marshal's Office must be adhered to; to the maximum number of individuals allowed in any place of assembly, to the use of electrical devices and the wiring thereof, and to keeping fire exits clear of any obstructions (including parked cars).
10. Drama and choral groups using copyrighted publications shall assume full responsibility for payment of royalties.
11. When using school premises, the renting group must understand that the Board of Education shall in no way be held liable for damage to, or loss of, property owned by the group or its members, either individually or collectively; neither shall the Board be held liable for the injury or death of any person, resulting from any cause whatsoever, and occurring on District-owned property.
12. Except in the case of small groups of students under the supervision of a teacher and other groups where the Principal has authorized teacher supervision, all after-hour use of school premises by students or public groups will have to bear the cost of custodial time provided custodial duties are required beyond regularly scheduled shift of the custodian.
13. The Board of Education reserves the right to terminate, alter any or all of these regulations without notice.
- ~~14. All staff are to co-operate in making school facilities, both buildings and playing fields, available to all community organizations as long as such arrangements do not interfere with the operation of the schools. All requests for use of school facilities must first be approved by the school Principal, in consultation with affected staff. Rental rates apply and, in some cases, a fee is charged for cleaning or opening of facility where applicable.~~
15. Copy of Regulation No. 5190 Use of School Facilities shall accompany applicant's approved copy of the Facilities Use Agreement.
- ~~16. The use of school networks and internet capabilities to conduct research will be the responsibility of the user group to monitor and supervise. The user group must insure that~~

~~all web use is done with the highest standards of care to prevent users from entering sites that contain hate literature, violent content, sexual content, or other related materials.~~

17. Facilities are not available for political or religious events, except where no other rentable facilities are available (ie. Community halls).

*This below will become an administrative procedure.*

#### ~~STUDENT GROUPS SPONSORED BY NON-SCHOOL ORGANIZATION~~

~~Student groups not sponsored directly by the school organization will generally be accorded the same privileges as school sponsored groups and no rental will be charged, PROVIDED THAT school sponsored groups shall have priority in the use of school premises and that no profit or gain is made by the sponsoring group. Whenever possible, non-school sponsored groups will be encouraged to use school premises between the hours of 3:30 to 10:30 p.m.~~

#### *GROUPS EXEMPTED FROM PAYMENT OF RENTAL*

*\*This does not apply to Unchagah Hall, except for the Remembrance Day service).*

#### **Groups exempted from rental payment are:**

- ~~1. Any groups designed to provide services mainly to students (school age children), educational assistants, teachers, or educational administrators where no admission to participants is applied.~~
2. Groups and organizations that are part of a joint use agreement with School District No. 59 including classes or activities sponsored by a municipality, district municipality or regional district with which the School District has an authorized joint use agreement.
- ~~3. Classes or activities sponsored by Northern Lights College or other non-profit groups providing similar services which are open to the general public.~~
- ~~4. Ratepayers associations duly constituted.~~
5. Municipal Corporations - for polling stations.
- ~~6. Political Forums when two or more parties are represented.~~
- ~~7. Northern Health Authority.~~
- ~~8. Royal Canadian Mounted Police for the purpose of training.~~
9. An organization sponsoring a Remembrance Day memorial service.
10. Not for profit youth organizations such as Girl Guides of Canada, Boy Scouts of Canada, Armed Forces Cadet Programs who are using the facilities for meetings. Rental rates may apply where revenue generating activities are occurring.

*\*Please see the Administrative Procedure for rental fees and service fees.*

~~\*Exemption from payment of rent does not mean cost free. Where custodial or other services beyond the use of the facility are required, the school will charge at a cost-recovery rate. (moved into the policy)~~

This below will become an administrative procedure.

## ~~USE OF SCHOOL EQUIPMENT AND RESOURCE CENTRE SERVICES~~

### ~~Use of school equipment by community:~~

- ~~1. School equipment including pianos, musical instruments, instructional and janitorial equipment shall not be routinely available for non school use.~~
- ~~2. An additional fee may be charged to the user group for the use of school equipment and supplies related to the activity associated with the rental (example gym equipment, canoes, technology etc.).~~
- ~~3. The services of the school district's resource centre are primarily provided for the public schools operating within the school district. Consequently, priority is to be given to meeting the needs of the school district teachers and students.~~

~~Services provided by the resource centre or directly funded by schools are not to be provided to outside agencies, i.e. science kits, supplementary readers, novels etc.~~

~~Independent schools may use the services of the resource centre on the following basis:~~

- ~~• priority for service is to be provided to public school students and teachers~~
- ~~• cost of producing materials and delivery charges must be borne by the borrowing agency~~
- ~~• a deposit may be required before having access to the loan of school district materials~~

~~Other non profit child/family centered agencies may borrow materials at the discretion of the Resource Centre Coordinator and on the same basis as independent schools.~~

## *USER LIABILITY INSURANCE*

For profit users of school district facilities must carry a minimum of ~~\$1,000,000~~ \$3,000,000 liability insurance as specified by the provincial School Protection Program. Other users may require insurance as outlined within the rental waiver, or as deemed necessary by the Principal or Secretary Treasurer.