

**POLICY 3.1**  
**COMMUNITY ACCESS**

Adopted:	1998-03-07
Reviewed:	2008-05-15
Revised:	1998-02-11, 1999-03-29, 1999-10-05, 1999-11-01, 2013-06-17

School facilities may be made available to citizens and community groups whenever such use will not interfere with the regular operation of the schools and completion of regular custodial duties. Specifically:

- The Secretary-Treasurer or designate, with the principal and/or designate, will maintain a schedule for use of the facility. The district will make the public aware of the policy and procedures for community use. A procedure for application for community use of the school facilities will be available on-line, at schools or at the district office.
- The Board recognizes that space may become available due to declining enrolment or a change in demographics throughout the district. In the event space is available in the District, the Board may rent a facility or portion thereof to organizations or agencies, with the understanding that any funds received will be used to supplement instructional programs for students enrolled in district schools.
- By making these facilities available to citizens and community groups, the District will not incur any extra costs and will ensure that any extra costs are covered by the citizens and/or community groups.

**REGULATION 3.1.1-R**  
**USE OF SCHOOL DISTRICT FACILITIES**

Adopted:	1998-04-30
Reviewed:	2008-05-15
Revised:	1998-05-15, 2004-10-12, 2004-11-29, 2004-12-09, 2004-12-14, 2005-03-21, 2005-04-19, 2013-06-17

**A. Definition of Terms**

**1. Community Use**

Involves the use of facilities or portions thereof by a variety of organizations and agencies with the communities served by School District No. 20.

Example: use of a room in a school by Brownies, Girl Guides, Cubs or Boy Scouts

**2. Joint Use**

Involves a formal agreement in which the use and upkeep of a facility are shared between the School District and one or more organizations.

Example: use of Fieldhouse shared by JL Crowe and the City of Trail

**3. Reciprocal Use**

Involves an exchange of facilities between the School District and other organizations.

Example: use of school gym by recreation committee in exchange for access to Aquatic Centre

**4. User Groups**

Groups and organizations that make use of District facilities.

**B. Priorities for Use**

For establishing and administering booking procedures, priorities regarding facilities use will be as follows:

First Priority: School District No. 20

Second Priority: Joint/Reciprocal Use

Third Priority: Activities for School Aged Children

Fourth Priority: Other Community Groups

## C. Short-Term Use

### 1. Fee Structure

The following fee structure will apply for use of facilities. Registered societies or charities may apply to have the base rental fee waived or reduced as part of the application procedure. Please see schedule for determination of fee waiver/reduction. In order to be considered to have fees waived, organizations MUST complete the fee waiver form.

#### a) Administration Fee

A NON-REFUNDABLE administration fee will be established annually and will be charged except for all employee groups, PACs and DPACs. For rentals in excess of \$1,000, the non-refundable administration fee is 10% of total rental invoice.

#### b) Base Rental Fees

Base rental fees will be established annually.

After school lock-up times and weekends, the base rental fees continue with the addition of a fee for custodial services or building access if required.

Every effort will be made to accommodate community use of facilities, but such accommodation will only be possible after maintenance and cleaning priorities have been met.

In the case of labour disputes, strikes, lockouts, and/or emergency situations resulting in the closure of schools, all rentals will be suspended.

#### **Set-Up**

Set-up and restoration for audio-visuals, chairs, tables, room organization, and/or equipment will result in a fee negotiated with the Assistant Director of Operations or designate based on time incurred.

#### c) Other non-instructional times (weekends/statutory holidays)

The fee schedule will apply with the addition of the hourly rate for custodial services beyond regular working hours. There are no rentals on Pro-D Days.

The rental fees are based on the assumption that user groups will leave the facility ready for use by the school. If additional cleaning is needed to prepare the facility for its next use, the cost will be charged back to the user and the work will be completed by School District No. 20 custodians.

#### d) Fees for Equipment and Supplies

The use of equipment and supplies is not included in the rental fee. Arrangements may be made regarding the use of equipment and supplies at the discretion of the school principal or designate.

Any access to equipment and/or supplies must be requested at the time the application is made for school use. Equipment will only be available for use if a qualified operator is provided and available. An additional rental fee may be charged for such use.

In the case of supplies, these may be provided at the discretion of the school principal on a cost-recovery basis.

Telephone service will not be made available to parties using the facilities except where a pay phone is already provided and/or permission is requested and granted.

- e) Damage Deposit
  - i) For rentals \$1,000 or over, a refundable deposit of \$500 is required.
  - ii) Users may be required to provide a refundable deposit to cover any costs necessary to return the facility to its condition prior to use. A damage deposit may also be charged in relation to the use of equipment.

## 2. Restrictions

- a) Smoking

All School District No. 20 (Kootenay-Columbia) grounds, buildings, buses and vehicles are to be tobacco-free at all times.
- b) Alcohol

Alcoholic beverages will be permitted only with the written permission of School District No. 20 (Kootenay-Columbia). In instances where permission is granted, the applicant must provide proof of permits should such permits be required. School District No. 20's "Serving of Alcohol" form must be completed.
- c) Activities

Scheduled activities must be appropriate to the rented space. Those activities which will damage buildings and grounds will not be permitted. Proper footwear and protection for the facility is to be used by the renter (ie, no outside footwear in gymnasium).
- d) Food and Beverages

Food and beverages will be permitted only in designated areas. These areas will be designated by the principal, Secretary-Treasurer, and/or their designates.
- e) Area and Schedule

Only those areas specifically approved on the application form may be used. All bookings will have definite start and stop times. Users must be out of the building by these times.
- f) Facilities usage will be scheduled to accommodate yearly maintenance of schools and will be planned in consultation with impacted staff (eg, custodial staff).

## D. Application Procedures

### 1. Booking Facilities

Applications for use of facilities are to be done using the School District No. 20 Rental Agreement for Use of School Facilities.

Forms or general information on rentals are available through School District Website, School Board Office and School District No. 20 Castlegar Maintenance Shop. Day to day management and booking of facilities in School District No. 20 (Kootenay-Columbia) is the responsibility of:

- School Board Rentals: email [rentals@sd20.bc.ca](mailto:rentals@sd20.bc.ca) or phone 250.368.2229

### 2. Deadlines and Approvals

Applications for regular recurring use of school facilities (eg, weekly or monthly) should be submitted by September 1<sup>st</sup> of each year, where practicable, or a minimum of one month prior to commencement of activity. Approvals will be granted by September 30<sup>th</sup> after determining school district needs regarding use of facilities.

For non-regular use of facilities, applications may not be approved unless submitted at least one week prior to the requested time of use, provided that proper security and supervision arrangements have been made.

## **E. Security/Access**

Dependent on the size of the event, extra security may be required and requested by the district. A custodian or person designated by the principal (eg, teacher or employee sponsor) will be on duty any time the facilities are in use, including weekends. When a custodian is required and is not regularly on duty, the user of the facilities will be required to reimburse the Board for the cost of any overtime incurred. The availability of a designate/supervisor will be a condition of rental or use. Keys will not be issued to non-employees. Keys may be issued re joint use/reciprocal use agreements.

In order to ensure the safety of our staff and security of our schools, buildings will only be open 15 minutes before the rental is booked and then 15 minutes at the end. The doors will remain locked for the remainder of the rental.

Security call outs will be charged back to the user groups where practicable. Application for changes to these conditions will be made through the Director of Operations or designate.

## **F. Liability**

### **1. Indemnification and Hold Harmless**

The user group shall indemnify and hold harmless the School District and any of its officers, employees, servants, agents, and contractors for 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.

### **2. Liability Insurance**

The user group 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 the School District.

General liability insurance with a limit of not less than one million dollars (\$1,000,000), inclusive per occurrence for bodily injury and property damage including loss of use thereof. 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 Insureds with respect to liability arising out of the use or occupation by the user group of the property belonging to the School District.

### **3. Waiver of Subrogation**

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 Agreement.

### **4. Certificates of Insurance**

The user group shall provide the School District with evidence of all required insurance prior to the effective date of the Agreement. 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 Insured (user group) Policy period (covering at least the period the agreement is in place)
3. Description of coverage
4. Policy limits
5. Description of insured operations and location(s)
6. Signature of authorized representative and date

## **G. Communication Protocols**

### **1. Cancellation and Right of Refusal**

Please note that cancellations by the user could result in a forfeit of administration fees where applicable and user group may have to reimburse any/all costs incurred by the Board due to the rental.

The District reserves the right, as its interests may require, to refuse any group or individual access to the facility, or cancel any planned rental or use of a facility at any time.

### **2. Violations**

Any violations of the conditions outlined above may result in the cancellation of the privilege of using school facilities by the user group and the forfeit of any fees paid in advance.

## **H. Long-Term Use**

The District may engage in long-term rental/lease with interested parties. Terms will be negotiated for each group while achieving full cost recovery at a minimum.