

AP 5160: Community Use of School Facilities and Grounds

Background

Areas within district school facilities and school grounds may be made available for community use (short-term rental) provided that district and school programs, and routine maintenance work are not compromised (subject to this administrative procedure).

This administrative procedure applies to the temporary use of an area of a school facility or school grounds by individuals or groups for a limited period of time. This use may be regularly occurring or intermittent.

Procedures

1. Use of School Facilities and Grounds

- 1.1. The Secretary-Treasurer will authorize areas of school facilities or school grounds available for community use based on school or district requirements, maintenance requirements, and facility security requirements. These will be posted on the Short-Term Community Use webpage on the school district website and reviewed regularly.
- 1.2. Availability of school facilities and grounds for community use will be considered after ensuring that the requirements of students, school programs and child care programs within district sites have been considered.
- 1.3. Community Use Agreements are not available during instructional hours or during school-related programming.
- 1.4. After ensuring that student needs, school or district programs and child care programs within school grounds have been considered, applications for community use may be approved by the Secretary-Treasurer or designate, in consultation with the school principal in the following order of priority:
 - 1.4.1. Not-for-profit programs or activities for school-aged children/youth;
 - 1.4.2. Not-for-profit programs or activities for pre-school aged children;
 - 1.4.3. Not-for-profit community and recreational users;
 - 1.4.4. Commercial enterprises, for-profit private users, and other private users;
 - 1.4.4.1. When no other suitable facilities are available, the district may allow a short-term rental to private user groups that are not-for-profit or commercial user groups.
 - 1.4.4.2. Prevailing commercial rental rates, as posted on the district's website, will be levied for district rentals to such user groups and will only be approved

after demonstration by the group that no other suitable facilities are available.

- 1.5. Community use of school facilities and grounds must align with current federal and BC government policies, Board policies, and school district administrative procedures concerning human rights and criminal activity. This alignment ensures safety and security, fair treatment, equal access, and the prevention of discrimination.
 - 1.6. Scheduled activities must be appropriate for the short-term rented space. Those activities that may damage facilities and/or grounds will not be permitted.
 - 1.6.1. The user group will ensure that all participants will not damage facilities or grounds. For example, the renter will ensure that all users will wear proper footwear (i.e. no outside footwear in gymnasium) and use of equipment to protect the facility.
 - 1.7. Food and beverages will be permitted only in designated areas. These areas will be designated by the Secretary-Treasurer or their designate, in consultation with the principal.
 - 1.8. Only those areas of the facility or grounds specifically approved of on the application form may be accessed or used.
 - 1.9. No school-based gym equipment such as balls or racquets, etc., may be used, borrowed or removed from school facilities. Facility equipment, such as sporting nets, must be requested in advance.
 - 1.10. The user group shall ensure that no participant shall engage in smoking, vaping or the use of alcohol, cannabis or illegal drugs in district facilities or on school district grounds by any of the user group's employees, volunteers, clients, or invitees. If smoking, vaping or the use of cannabis or illegal drugs occurs, the short-term rental agreement will be cancelled immediately.
 - 1.11. The user group must ensure that all participants only remain onsite during the time scheduled in the user agreement and vacate the premises promptly to allow school district staff to secure the building.
 - 1.12. The user group must supervise entrances and adjacent areas to ensure that unauthorized people do not enter the building or grounds during the rental agreement period.
2. Rental Fees and Deposits
 - 2.1. Short-term rental rates, as established by the Secretary-Treasurer and approved by the Superintendent, are posted on the district's website. Any exceptions to the use of these rates must be approved by the Secretary-Treasurer.
 - 2.2. Community Use Agreements are a minimum of 1.5 hours in length and a maximum of 24-hours.
 - 2.3. User groups may be required to pay a deposit in advance of rental.

3. Rental Application and Agreements

- 3.1. All community users must complete the “Application for Community Use of School Facilities” to be approved for a short-term rental of an area of a school facility or grounds.
- 3.2. Community Use Agreement requests received will be submitted to the Secretary-Treasurer’s office for approval through the school district website. In consultation with the principal, the Secretary-Treasurer or designate will approve, modify or decline the booking.
- 3.3. Once the application has been approved, payment and proof of insurance must be received prior to confirmation of the booking. See 8.1.2. for more information.

4. Modification of Rental Contracts

- 4.1. Requests to modify existing Community Use Agreements or single sessions must be received fourteen (14) calendar days prior to the date of the rental.
- 4.2. The district may not be able to accommodate requests to modify existing Community Use Agreements within fourteen (14) calendar days of the date of the rental.

5. Right of Refusal and Cancellation of Rental Contract

- 5.1. The district reserves the right, as its interests may require, to refuse any group or individual access to any facility or to cancel any planned Community Use Agreement.
- 5.2. Community Use Agreements may be terminated by the Secretary-Treasurer, or designate, for failure of the rental group to comply with any of the aspects of the rental agreement, rules and regulations.
 - 5.2.1. Terminated Community Use Agreements will not receive a refund/credit for cancellation of single sessions. Multiple-session agreements will be assessed for a cancellation fee, as per the fee schedule.
- 5.3. Groups or individuals whose rentals have previously been terminated for failure to comply with any aspects of the Community Use Agreement, rules or regulations may lose their rental privileges for future rental requests.
- 5.4. School or district events or programs have priority over Community Use Agreements and may preclude Community Use Activity on certain occasions. If any of the facilities covered by the agreement are required for purposes of the district, or if the district shall require any of the facilities for any purpose, the said facility shall be made available to the district.
 - 5.4.1. Comparable space, if available, may be offered to the displaced user, or a refund for the cancellation will be provided.
- 5.5. Groups wishing to cancel a session and not reschedule shall provide the district seven (7) days’ notice of any such cancellations.

- 5.6. Cancellations by the user could result in a forfeit of any prepaid rental fees and/or deposits where applicable and the user group may have to reimburse any/all costs (including pre-booked custodial costs) incurred by the Board due to the rental.
 - 5.7. Groups that do not show up for the rental or fail to give the district adequate notice of cancellation may lose their future Community Use privileges.
6. Security and Access
- 6.1. Ability to ensure adequate security within and access to the school facility will be considered when approving any Community Use application (i.e. ability to limit access to designated areas within the school).
 - 6.2. Principals or other district staff shall not share alarm codes or keys with Community User groups for any reason.
 - 6.3. The Secretary-Treasurer or designate will ensure that a district custodian or school principal or vice-principal will be on duty, and will be responsible for securing the school district facility after each use. Staff on-site are not responsible for supervising user groups in school facilities.
 - 6.4. A district employee will be called upon to open, close, secure and clean the facility, as necessary. Where additional call-out costs will be incurred, these costs will be paid by the user group and included in the Community Use Agreement.
 - 6.5. To ensure the safety of staff and security of district schools, buildings will be open 15 minutes before the Community Use Agreement start time, and will remain open for 15 minutes at the end. The doors will remain locked for the remainder of the Community Use Agreement.
 - 6.6. Depending on the size and nature of the event, extra security may be required and requested by the district. Any additional cost will be included in the Community Use Agreement and at the expense of the user group.
7. Custodial Services
- 7.1. Cleaning requirements will be determined by the district, and all cleaning will be completed by district custodial staff. If additional cleaning is required beyond the original Community Use Agreement, the additional cleaning will be completed by district employees and the additional cost will be charged to the user group.
8. Terms and Conditions of Use
- 8.1. The terms and conditions for use of school facilities, grounds, and equipment:
 - 8.1.1. Indemnification and Hold Harmless: The User shall indemnify and hold harmless the district 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 the district by the User and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the negligence of the district.

- 8.1.2. **Liability Insurance:** The User 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 district:
 - 8.1.2.1. **General liability insurance** with a limit of not less than Two Million Dollars (\$2,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof.
 - 8.1.2.2. 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.
- 8.1.3. **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. The User shall provide certified copies of required insurance policies when requested.
- 8.1.4. **User Accepts the Premises At Their Own Risk:** and agrees that the district has made no warranties or representations respecting its suitability or condition.
- 8.1.5. **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.
- 8.1.6. **Responsibility for Property Left or Lost on District Premises:** The District is not responsible for any property left, lost, or stolen on district premises.