

**SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)**

**POLICY**

**POLICY #700 Public Use of School District Facilities and Grounds**

**RATIONALE**

The Board is obligated to provide facilities and grounds necessary to conduct educational programs. In that respect, the Board's first consideration is to meet the needs of students and school programs.

The Board agrees, however, that school facilities and grounds should be used as extensively as possible by community organizations and other groups when not required for district educational programs.

**POLICY**

All school facilities and grounds are the responsibility of the Board of Education and are managed through the Office of the Secretary-Treasurer. Facilities and/or grounds covered by a joint use agreement will be governed by that agreement. Where the joint use agreement is silent or does not agree, this policy will prevail. School facilities and grounds may be used by groups, organizations and individuals within the community according to the following guidelines:

**Priority**

The following order of priority will be adhered to in the use of school facilities and grounds:

- Educational – a logical extension of the Board's educational programs. This would include extra-curricular programs operated by the schools;
- Daycare, Before and After School Care Services – by virtue of the Ministry of Education direction and policy. These services are contingent on availability of space within each school;
- Community Service/Cultural/Recreational – community welfare as the primary objective; promoting cultural learning or physical fitness;
- General – includes religious and political functions;
- Commercial – private and/or out-of-town, profit making programs.

ADOPTED: June 9, 2014

Reviewed/Revised:  
Statutory Reference:

## **REGULATIONS AND PROCEDURES**

**POLICY #700 Public Use of School District Facilities and Grounds**

The following regulations and procedures shall apply to community use of all Board facilities and grounds.

**1. Application**

All requests from outside organizations for use of school facilities and grounds must be referred to the Board Office. An Agreement for the Use of School Facilities form must be completed (Attachment A) and forwarded to the Board Office a minimum of fourteen (14) days prior to any reservation being accepted.

Once an application is approved, it becomes the rental agreement. The individual or group using the Board's facilities, equipment and/or grounds is responsible for being aware of all the terms and conditions relating to the rental.

The application must be signed by a person 19 years or older and an official representative of the group. The rental form must indicate the name and contact information for at least one responsible adult who will be in attendance at each use of the rental where children or youth are involved.

Proof of insurance must be provided seven (7) days prior to the rental start date.

Any changes to the signed rental agreement must be approved by the Secretary-Treasurer or designate.

Rental bookings are only good for the current school year. Applicants must reapply every year.

Payment must be submitted in full, or in the case of monthly or quarterly payments, in advance with post-dated cheques, at least seven (7) days before the first date of use. The Licensee is responsible to pay the district all charges as stipulated on the rental invoice contract.

If adjustments are made to the rental, a refund or credit will be issued after the rental is complete and final payment has been received.

**2. Liability**

Persons using Board facilities are responsible for carrying their own accident and liability insurance protection. The Board carries liability insurance to indemnify it against its liability as the owner of the facilities, and the negligence of its employees in carrying out their employment duties. The Board should only be liable when negligence on the part of the Board or a Board employee is proven by the person suffering the injury or damage. Therefore, applicants must provide their own liability insurance and indemnify the school board against all claims associated with the rental activity.

A copy of the insurance document must be submitted to the Board Office at least seven (7) days prior to the rental start date. If insurance documents are not provided, access to the facility will not be granted.

**3. Consumption of Alcoholic Beverages**

The consumption of alcohol may be permitted subject to the guidelines in Attachment B.

**4. Rental Charges**

As community use of facilities is beyond the Board's mandate and funding, the Board considers that additional costs including labour, equipment and depreciation of the facilities attributable to community event bookings, should be met by user fees.

The Board considers the schedule of fees to be governed by the following:

- Provision of graduated fees with lowest rates charged to student/youth related activities and highest to private and commercial activities;
- Need for recognition of building related costs (costs associated with use of facilities and grounds);
- Need for control of use by Board officials.

The Board will endeavor to review rental fees at least every three years. Costs associated with providing the service and the market value of the service are considerations for setting such rates. The Board plans to approve fees on a three-year cycle, with cost of living increases potentially being added to rates in non-review years.

The base rental rates are determined by taking into account administration, maintenance, repairs, utilities and where applicable, grass cutting, garbage collection, depreciations, replacements, annual development costs and any other costs relative to the operation or maintenance of the school district facilities or grounds.

**In keeping with the Board of Education's priorities, potential user groups have been divided into classifications. This will determine the fee as it is applied to each category:**

**Category A** School District and School Activities – There would be no charge for users in this category as these are considered educational and would be a logical extension of the Board's education programs.

**Category B** Community Use – Youth Groups - Includes organizations and groups where membership is predominately under 19.

**Category C** Community Use – Non Commercial – Adult Groups – Includes organizations and groups where membership is predominately 19 and older.

**Category D** Private and Commercial – Includes any group whose activities are not open to the general public or where the objective is to gain a profit.

**Category E** Day, Before and Afterschool Care Use – Includes any group whose express purpose is to provide child care between the hours of 7:00 a.m. and 6:00 p.m. on regular weekdays. Individual lease agreements will be required for daycare providers.

The schedule of rental charges relating to each category is listed in Attachment C.

**5. Cancellation**

The Board reserves the right to refuse or cancel any rental application. In the event of extraordinary circumstances as in the case of labour disputes (strikes, lockouts) resulting in the closure of school facilities, all rentals will be suspended. If the Board cancels a rental booking, the Board will issue a full refund.

Any individual or group who wishes to cancel a booking must notify the Board Office in writing at least seven (7) days prior to the scheduled booking. If such notice is not provided, the regular rental rate will apply.

The Board assumes no responsibility whatsoever for a cancellation due to causes beyond its control.

**6. Usage**

Rentals must not reflect adversely upon the Board and not interfere with the educational programs. Usage conditions and procedures are listed in the regulations and procedures attached to the application.

**7. Equipment**

The following equipment is strictly prohibited indoors unless expressed permission has been granted by the Secretary-Treasurer or designate:

- Hard rubber lacrosse balls (tennis, Nerf, or indoor field hockey balls only)
- Regulation fastballs, softballs, baseballs (soft practice balls only)
- Baseball or softball bats
- Soccer balls (indoor Nerf soccer balls only)
- Field hockey sticks
- Ice hockey sticks

School equipment may not be used unless expressed permission has been granted by the school's Principal.

The Board requests that street shoes not be used for gymnasium rentals involving sporting activities.

**8. Rental Agreement Form**

A rental form must be signed by a person who is 19 years or older, who will be present at the scheduled event, and who will be personally responsible, or has corporate authority to bind the booking group to be responsible for the booking and the event.

All proposed rentals of school facilities will be confirmed with the school's Principal before arrangements are finalized.

**9. School Functions**

School principals may make arrangements for all school and/or extracurricular functions at their schools. The Board Office must be notified of such arrangements at least two (2) weeks prior to the function in order to avoid scheduling conflicts.

**10. Availability**

School facilities will not be rented before 6:00 p.m. and will not go beyond 10:00 p.m. on school days unless previous arrangements with the school administrator have been made.

**11. General**

- 11.1 All fire regulations must be strictly observed by the Licensee.
- 11.2 According to Policy No. 740 – Smoke- and Tobacco-Free Environment, the Board directs that smoking, the use of tobacco or smokeless tobacco products, holding lighted tobacco, and the display of tobacco products be prohibited at all times in all district buildings, district vehicles, and on all school property.
- 11.3 Adequate adult supervision shall be provided for all youth activities by the Licensee.
- 11.4 Cost of any damage or breakage to school property shall be the responsibility of the Licensee.
- 11.5 A custodian shall be assigned to the facility during all rental periods. Additional costs for cleaning and labour resulting from such use shall be the responsibility of the Licensee.
- 11.6 The Board reserves the right to request payment in advance of any rental and may require the posting of a damage bond or proof of insurance.
- 11.7 Activities must be confined to areas stipulated in the rental agreement.
- 11.8 A copy of the signed rental agreement must be on-hand at time of facility access.
- 11.9 The Licensee must vacate the facility at the time specified on the agreement.

**12. Employee Use**

Facilities may be utilized by employees subject to the conditions listed in Attachment D.

**Attachments or Regulations:**

- A Agreement for the Use of School Facilities
- B Consumption of Alcoholic Beverages on School District Property/Licensed Events
- C Schedule of Rental Charges
- D SD67 Employee Use of School Facilities

**Reference Policies:**

- 740 Smoke- and Tobacco-Free Environment
-



Attachment A

BOARD OF EDUCATION
SCHOOL DISTRICT NO. 67 (OKANAGAN SKAHA)
425 Jermyn Avenue
Penticton, BC V2A 1Z4
Telephone: (250) 770-7700
Fax: (250) 770-7730
E-mail: sboreception@summer.com

AGREEMENT FOR THE USE OF SCHOOL FACILITIES

IN CASE OF EMERGENCY CALL : Brian Slocum, Custodial Supervisor Cell: 250 809-6672
Home: 250 493-2029
OR Jack Mayert, Custodial Services (Mon. - Fri., 5pm - 11pm) Cell: 250 488-1082

Name of Organization: Address: Purpose of Rental: Function is Predominately Intended For: Adults Youth # of Attendees: School Requested: Facility Requested: DATE(S) Start Date: End Date: Hours: FROM a.m. p.m. TO a.m. p.m. Monday Tuesday Wednesday Thursday Friday Saturday Sunday Equipment Required (if available): CHAIRS TABLES Contact Person: Phone: Fax: E-mail: ADDITIONAL INFORMATION: WILL ALCOHOL BE SERVED? NO YES DO YOU REQUIRE AIR CONDITIONING? NO YES ( hours) TO BE COMPLETED BY SD67 STAFF: Do you require a custodian to unlock/lock the building? YES NO Do you require custodial services? YES NO TO BE COMPLETED BY SCHOOL BOARD OFFICE: Proof of Insurance Provided: Approval Received from School: Approved: DIRECTOR OF FACILITIES AND/OR DESIGNATE Invoice No. and Amount: Paid:

THE UNDERSIGNED AGREES TO ACCEPT THE SCHOOL FACILITY INDICATED ABOVE, IN THE CONDITION IT IS LEFT DURING THE NORMAL EDUCATION PROGRAM IN ACCORDANCE WITH THE TERMS SET OUT ON THE REVERSE OF THIS FORM AND COMPRISING PART OF THIS AGREEMENT.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: DATE:

## REGULATIONS

---

### THE LESSEE AGREES THAT:

1.) The school facility indicated on the Agreement form will be accepted in the condition it is left during the normal education program.

No warranty is expressed or implied by the Board regarding the suitability or condition of the school premises;

2.) The school premises are accepted at the Lessee's own risk, and the Board shall be held harmless from all and any legal liability for loss, costs or damages resulting from bodily injury to, including death or, any person(s) or from damage to the property of others, including any indirect expense, resulting from the Lessee's occupancy of these premises;

3.) Commercial General Liability Insurance (recommended \$2,000,000) is the responsibility of the Lessee, and proof of coverage must be provided a minimum of seven (7) days prior to the rental activity.

4.) This rental may be revoked or cancelled by the Board at any time with or without cause and, in such event, there shall be no claim or right to damages or to reimbursement on account of any loss, damage or expense;

5.) Adjustments for additional dates or for time lost due to school or statutory holidays when schools do not normally operate will be made at the conclusion of the rental;

6.) Any cancellation of this rental must be made at the Board Office at least seven (7) days prior to the normal rental date;

7.) All applicable fire by-laws and regulations will be observed, including the use of fire-proof stage props, compliance with seating capacities, and keeping all exits free of obstructions;

8.) Adequate supervision will be provided as required and evidence of financial responsibility will be produced upon request;

9.) Persons attending any function in a school will obey all reasonable directions of the school district employee in charge at that time;

10.) No school equipment will be used, except with the approval of the school's Principal (as indicated on the reverse of this form);

11.) If required, equipment will be booked and requirement specified on the reverse of this form. The Board may levy a user's fee for the use of any equipment;

12.) Additional charges may be made for direct labour costs where occupancy of the facility results in services or hours of work exceeding normal custodial duties;

13.) No advertising will be done in the school or affixed to the school building;

14.) Public advertising of any event, which implies the school district is sponsoring the event, will result in cancellation of the rental;

15.) The facility must be vacated at the time specified on the Agreement form;

16.) There will be no smoking anywhere on the school premises;

17.) There will be no consumption of alcohol anywhere on the school premises unless it is an authorized licensed event and guidelines are adhered to as outlined in the policy.

### FAILURE TO COMPLY WITH THESE REGULATIONS COULD RESULT IN CANCELLATION OF THE RENTAL.

**NOTE:** This form must be completed, signed, and submitted to the School Board Office at least fourteen (14) days prior to the booking date(s).

## Attachment B

### The Board of Education of School District No. 67 (Okanagan Skaha)

#### Consumption of Alcoholic Beverages on School Board Property Licensed Events – Consumption of Alcohol

1. The Board of Education may authorize the consumption of alcohol at adult functions where school facilities are reserved by a community-based user group provided that:
  - a. The request is provided in writing to the Board of Education at least 45 days prior to the event (this request will need to be discussed and approved at a Board of Education meeting);
  - b. The conditions will ensure the safety and care of school district personnel and property;
  - c. All restrictions expressed and implied by the *British Columbia Government Liquor Act* are enforced. Special Occasion Licenses are issued under the *Liquor Control and Licensing Act* to authorize the selling or serving of liquor at the place designated in the license. Amendments to the Act and Regulations make special training ("Responsible Beverage Service") a requirement before the school district will approve on-site liquor consumption.
  - d. There is demonstrated planning for the security and control of the function with a named person responsible;
  - e. A non-refundable liquor surcharge of \$0.50 per attendee based on the number of possible attendees estimated on the liquor permit is paid in conjunction of the damage deposit.
  - e. A refundable damage deposit in the amount of at least 50% of the rental value is received;
  - f. Where there is any use of alcohol in connection with a rental, a member of district staff or a contracted agent must be in attendance throughout the activity;
  - g. These, and other rental agreement terms, are agreed to.
2. The consumption of alcoholic beverages is permitted only during the hours and the areas agreed upon as stated on the Agreement for the Use of School Facilities issued by the school district.
3. The school district assumes no expressed, implied, or intended liability for groups who dispense alcohol.
4. Unlicensed use of alcohol in any form while on school grounds will result in immediate cancellation of the rental agreement.



## Attachment C

### School District No. 67 (Okanagan Skaha)

## Schedule of Rental Fees

In keeping with the Board of Education's priorities, potential user groups have been divided into classifications. This will determine the fee as it is applied to each category.

- Category A** School District and School Activities – Regular school curricular and extra-curricular activities, including meetings of the school PAC.
- Category B** Community Use – Youth Groups – Includes organizations and groups where membership is predominately under 19.
- Category C** Community Use – Non Commercial – Adult Groups – Includes organizations and groups where membership is predominately 19 and older.
- Category D** Private and Commercial Use – Includes any group whose activities are not open to the general public or where the objective is to gain a profit.
- Category E** Day, Before and Afterschool Care Use – Includes any group whose express purpose is to provide child care between the hours of 7:00 a.m. and 6:00 p.m. on regular weekdays.

### FEES

Rates per hour by Category:

Category	Fields	Classrooms	Small Gym	Large Gym	Music/Drama/Library/MPR/Home Ec./Dance Studio
<b>Category A</b> Schools	0	0	0	0	0
<b>Category B</b> Youth	\$2.50	\$3.50	\$9.50	\$16.25	\$7.00
<b>Category C</b> Adults	\$5.00	\$7.00	\$19.00	\$32.50	\$14.00
<b>Category D</b> Private and Commercial	\$10.00	\$14.00	\$38.00	\$65.00	\$28.00
<b>Category E</b> Day, Before and/or Afterschool Care	All Category E rentals will be on individual leases on a cost neutral base of \$800.00 per month.				

### ADDITIONAL FEES

Additional fees will be charged over and above the regular hourly fees as indicated below:

- A \$10.00 non-refundable processing fee will be charged on all rentals;
- A \$60.00 per use opening/closing fee will be charged to all rentals in Categories B, C and D for weekend or Pro-D day rentals;
- Additional custodial fees may be deemed appropriate depending on the function (size or scope) and will be determined by the Secretary-Treasurer or designate. Notice will be given to the user prior to the rental agreement being processed;
- A \$15.00 per hour environmental fee will be charged for all rentals for Categories B, C and D occurring when schools are not in session.

## Attachment D

### School District No. 67 (Okanagan Skaha)

## Employee Use of School Facilities

1. If a school district employee intends to rent or use school district facilities, there is a potential liability on the part of the employee. Additionally, all employees must receive permission from the Board Office before using or renting school district facilities.
2. All employees who use school district facilities for personal purposes:
  - a. Must sign an Agreement for the Use of School Facilities available from the school Board Office reception desk or on-line at [www.sd67.bc.ca/rentals.asp](http://www.sd67.bc.ca/rentals.asp). This includes use of shops, gymnasiums, home ec rooms, dance studios, etc.
  - b. Must pay applicable rental and custodial fees (if required);
  - c. Must provide liability coverage through personal insurance;
  - d. Must sign a waiver releasing the school district from liability (included on the Agreement for the Use of School Facilities);
  - e. Must be aware that employees are not insured by the school district for activities conducted outside the scope of their employment;
  - f. Must be aware that the school district's insurer will seek to recover financially from an party responsible for damage; and
  - g. Must realize that if the damage resulted from an employee's personal use of the facility, the insurer could bring legal action against the employee.
3. If employees are booking facilities on behalf of an organization, they must complete the same facility use agreement form available from the Board Office.
4. If an employee wishes to book a group or organization for a wellness/school event, please have the organization contact the Board Office directly.

ADOPTED: June 9, 2014

Reviewed/Revised:  
Statutory Reference:

June 23, 2014

Ref: U:\SBO-ST-Data\DA\Policy Manual\P-R 700 - Use of SD Facilities and Grounds June 2014.docx