

# COWICHAN VALLEY SCHOOL DISTRICT

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Pol. **2440**

## USE OF SCHOOL FACILITIES

### Preamble

When not required for school programs, the Board encourages the community's use of School District property and facilities for educational, recreational, cultural and civic programs and events.

### Policy

The rental and use of School District property and facilities shall be subject to the terms and conditions of a Contract for Use of School Facilities and to the Regulations Governing Use of Facilities set out in the Schedule to this Policy.

Community use of School District property and facilities shall be permitted on a cost-recovery basis. The Board will approve and regularly review a schedule of fees that may be based on the Categories of Use set out below.

### Categories of Use

- A. Curricular - the school program. These include activities that take place during regular school hours.
- B. Co-curricular and extra-curricular - school program related. These include activities which are organized and supervised by the school and are for the benefit of students.
- C. All children in organized activities.
- D. Adults (over 18 years of age) in organized activities.
- E. "For Profit" groups in tournaments.
- F. Business enterprises.
- G. Joint Use Agreements with other jurisdictions may provide for alternate arrangements.

### Administrative Procedures

#### A. Responsibility

Category A - to be determined by individual schools.

Category B - to be determined by individual schools with the following provisions:

- each school shall submit to the Director of Operations by September 30 the school's program for the school year as it is known by that time;
- as needs arise throughout the year, the principal shall notify the Operations Department as soon as possible, but no later than two weeks before the required use.

**NOTE:** Activities in categories A and B must be in accordance with normal expected practice as set out by the Operations Department. Any activities that fall outside of routine and which may require extra services with respect to material and/or labour should be discussed with the Director of Operations or his designate.

Categories C and D - inquiries and applications are to be made to the Operations Office or at designated schools.

Categories E and F - inquiries are to be made to the Operations Office or designated school indicating the type and size of event to be held, which will be subject to administration or board approval.

Category G – as per agreement arrived at between the Board and another public body.

## **B. Administration**

1. User groups must enter into a Contract for Use of School Facilities (as may be approved by the Board from time to time) and to the Regulations Governing Use of Facilities that are set out in the Schedule to this Policy.
2. Schools can apply for designation to arrange rentals at the school level by contacting the Director of Operations.
3. Scheduling and fees collection shall be the responsibility of School District staff. The School District will retain the rental fees collected except for designated schools who will receive 75% of the rental fees.
4. Fees may be paid in whole or in part by donations in kind, while the right to do work on facilities rests with the School District's union members.
5. Renters who default on responsibilities relinquish the right of use subject only to due process.
6. Any use of School District property and facilities not directly covered by this Policy must be agreed to in advance by the Secretary-Treasurer.

## **Schedule to Policy 2440 *Use of School Facilities***

### **REGULATIONS GOVERNING USE OF FACILITIES**

Due to the prevailing insurance situation and legal atmosphere in Canada, the Board of Education of School District No. 79 (Cowichan Valley) (the "School District") must insist that each Renter be familiar with and agree to the following regulations. If you have any questions regarding any of the contents, please contact us prior to signing the *REQUEST/CONTRACT FOR USE OF SCHOOL FACILITIES* (the "Contract").

#### **CONTRACT**

No one may use any property or facility owned or operated by the School District without first entering into the Contract. This Regulation forms a part of the Contract.

#### **PAYMENT OF RENTAL RATES AND OTHER COSTS**

The Renter must pay, in advance unless otherwise approved by the School District, all applicable rental rates, custodial costs and other charges as established by the School District. An authorized School District employee, such as a custodian, must be on duty for all after school use of a school facility, except when otherwise approved by the Secretary-Treasurer (or designate).

#### **INDEMNITY & HOLD HARMLESS**

Accidents arising from sporting and other recreational activities occasionally happen on School District property and facilities. Indeed, many activities include a foreseeable risk of harm and personal injury that are inherent in the activity itself. While the variety of risks are more than can be listed here, among the more obvious and frequent are trips and falls on playing fields, falls from equipment in gymnasiums, collisions with other players or users of School District property and facilities, and being struck with sports equipment such as balls and bats. In view of these risks, the following is a term of the Contract:

**THE RENTER AGREES TO INDEMNIFY AND SAVE HARMLESS THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 79 (COWICHAN VALLEY) AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM ANY CLAIM, LAWSUIT, LIABILITY, DEBT, DEMAND, LOSS, OR JUDGMENT (INCLUDING COSTS, DEFENCE EXPENSE AND INTEREST) WHATSOEVER AND HOWSOEVER ARISING EITHER DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT OR THE USE OF THE PROPERTY OR FACILITIES.**

The Renter will also **indemnify and pay to the School District** forthwith upon demand for any loss or damage to the School District property and facilities or power wastage occurring or arising either directly or indirectly as a result of the use of the property or facilities under the terms of the Contract. Also, the Renter is responsible for any costs involved in "locking up" facilities left open by the Renter. See also "Locking Up", below.

#### **INSURANCE**

**All Renters must have comprehensive general liability insurance coverage in the minimum amount of \$2,000,000.00, inclusive per occurrence for bodily injury and property damage, under which the School District is an additional insured, and must provide evidence of this to the School District in advance of use and thereafter on demand. Such evidence of insurance shall be in the form of a certificate of insurance.**

### **WAIVER OF SUBROGATION**

The Renter agrees to waive all rights of subrogation or recourse against the School District with respect to the use or occupation by the Renter of the School District property or facility described in the Contract.

### **ELIGIBILITY OF RENTERS**

The Renter must represent a properly constituted community group capable of accepting responsibility for conduct of participants and be financially responsible for damage, if any. Minimum age of a Renter is 19 years.

### **SUITABILITY OF FACILITIES**

There is no warranty, express or implied, on the part of the School District as to the suitability or condition of any property or facilities and the Renter accepts same at his, her or its own risk. If the Renter has any question as to suitability, s/he must first make arrangements to inspect the property or facility in question in order to determine suitability himself or herself.

### **USE OF FACILITIES**

School District property and facilities are to be used for recreation and leisure use only or as otherwise permitted in the School District's sole discretion. All activities must be confined to the parts of the buildings and playing fields stipulated in the Contract. No subletting of facilities is permitted.

### **TYPE OF ACTIVITY**

The Renter must limit himself/herself and his/her group to the activity or activities specified in the Contract unless otherwise authorized in writing by the School District in advance.

### **SUPERVISION**

The Renter is responsible for the admission, actions and behaviour of all participants and/or spectators on the property or facilities of the School District and must provide supervision by adult, one of whom must be the Renter or the "Person in Charge" as designated in the Contract. The Renter or Person in Charge will:

- make herself or himself known to the authorized School District employee on duty in the building;
- make all members of the group aware of this Regulation in advance of use of the property or facility;
- enforce this Regulation and the Contract;
- supervise entrance and adjacent area to prevent unauthorized persons from entering the property or facility;
- limit activities and participants to the area assigned to the group;
- ensure that specified days and times are adhered to and, if a slight variation in closing times becomes necessary, advise the authorized School District employee;
- ensure that all participants are off the property or facilities when the activity ends;
- take all and any action that may be required for the preservation of the School District's property;
- immediately report any damage noted by or caused by the group to the authorized School District employee or to the Operations Office the next working day after the incident.

### **PARKING**

Parking of vehicles is prohibited on all school grounds, except in specified parking lots. Fire lanes must be kept clear at all times. This is the responsibility of the Renter or the Person in Charge.

### **CANCELLATION**

If any property or facility covered by the Contract is required for School District purposes for all or part of the same time covered by the Contract, the Renter will make the property or facility available to the School District, provided that the Renter receives seven (7) days' notice of any intended use.

## **LOCKING UP**

**Doors will be locked at all times.** The authorized School District employee will open the door just prior to the starting time for the rental group, subject to the presence of the Renter or Person in Charge. The Renter or Person in Charge will then be responsible for letting the rest of the group into the property or facility and will leave the door in the locked position. **Leaving the door ajar or reversed and unattended will not be tolerated.**

## **EMERGENCIES**

In the case of emergency situations (fire alarms, power outages, etc.) the Renter or Person in Charge and all members of the user group must evacuate the property or facilities. The Renter or Person in Charge must report to the authorized School District employee. Emergency lighting ensures that everyone has enough time to leave the building. **Staying in a building is a safety hazard and is against safety regulations.**

## **KEY DEPOSIT**

A key deposit will be required of all groups allocated a key to School District property or facilities on a regularly scheduled basis, the amount to be determined annually.

## **ALTERATIONS**

No alterations, installation or fastening shall be permitted in any building unless authorized in writing. Any field lining can only be done after consultation with the Operations Department.

## **NO FOOD OR DRINK IN GYMS**

No food or drinks are permitted in gymnasiums.

## **FOOTWEAR**

All footwear with heels and/or hard soles is forbidden on playing floors. No street shoes or **street runners** are permitted in gymnasiums. The School District reserves the right to ban any other footwear shown to cause damage to floor surfaces.

## **RESTRICTED SPORTS**

Only **indoor regular** gymnasium equipment is permitted for various activities, as follows:

- Floor hockey – must use only approved plastic (Cosom) equipment
- Field hockey (inside) – must use only approved plastic equipment
- Baseball – must use only approved soft training softballs
- Soccer – must use only Nerf balls.

Lacrosse playing is not permitted.

NOTE: Failure to observe these restrictions will result in immediate cancellation of the activity without further warning.

## **SMOKING**

Smoking is prohibited in all School District buildings, grounds and vehicles. The Renter must make this condition known to anyone using such property and facilities and to take active steps to stop any such activity. For further information please see School District Policy 2405 *Smoke Free Environment*.

## **ALCOHOL/DRUGS**

The sale, serving and consumption of alcoholic beverages and illegal drugs is prohibited anywhere on School District property and facilities. For further information please see School District Policy 2410 *Liquor Free Buildings and Grounds*.

## **LANGUAGE**

Profane or insulting language is prohibited anywhere on School District property and facilities.

## **PLAYING FIELDS**

The School District has the right at any time to cancel, without notice, the right of any Renter to use any property or facilities if, in the sole discretion of the School District, such use may damage the property or facilities. This discretion is most often exercised in the event of inclement weather, but it is not restricted to weather. The School District is the final judge of the condition of its property and facilities, but **expects the Renter to exercise good judgment in the use of the property or facilities during inclement weather.**

Activities or behaviour deemed to be a nuisance or unacceptable to the general public will not be tolerated.

## **TOURNAMENTS**

During tournaments, the Renter is required to provide, at its own expense, on-site, self-contained, portable toilet units in sufficient numbers for reasonably anticipated demand and to make all arrangements for the delivery, servicing and removal of same by the Contract end date and time. The Renter is also responsible for garbage clean-up and removal by the Contract end date and time.

## **LINING OF FIELDS**

The School District only provides lining seasonally or for special events as requested by the principal. With the approval from the School District's Operations Office, Renters may choose to line a playing field if needed for game use.

## **USE OF EQUIPMENT**

P.E. equipment such as volleyball and badminton nets and stands, where available, may be used by groups using school gyms, **at the discretion of the principal concerned.** The groups must provide supplies such as balls, mats, racquets, etc. Games involving the use of equipment or supplies in such a manner as to damage School District property and facilities are prohibited.