

# BOARD OF EDUCATION

SCHOOL DISTRICT NO. 35 (LANGLEY)

POLICY MANUAL

Policy No. 4006

SUBJECT: COMMUNITY USE OF SCHOOL  
BUILDINGS AND GROUNDS

Date  
Revised 10 05 18 99 06 01

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The Board of Education encourages the use of school facilities in order to assure a close relationship between the school and the community.

Policy 4006 applies to all rentals of School District facilities, except those for which the School District has entered into a separate joint use agreement.

## Overview

1. The School Board's first consideration for use of school facilities is to meet the needs of students and school programs during daytime periods, and such evening and weekend periods as may be required.
2. The School Board acknowledges that school facilities should be used as extensively as possible by community organizations and other groups, when not required for School District educational programs. Preference will be given to activities of educational, recreational or cultural value, and to children's groups.
3. A percentage of any revenue generated through the rental of school facilities will be allocated to schools. The percentage amount will be reviewed annually.
4. The School Board considers that the schedule of fees and accompanying terms and conditions for community use of school facilities should be governed by several principles:
  - a. Need for recognition by all groups of building related costs.
  - b. Need for adequate control of use by School District officials.
  - c. Provision of graduated fees, with lowest rates being charged to student related activities, and the highest rates to private or commercial activities.

The following priorities shall apply to community use of school facilities:

Educational: A logical extension of the School Board's educational programs, i.e. school co-curricular programs.

Children's Groups: Promoting activities for school aged children, i.e. Scouts, Brownies, etc.

Recreation/Culture: Individuals or organizations sponsoring activities for cultural or recreational use and physical fitness.

Community/Service Groups: Promoting community service, i.e. service clubs.

5. The School Board reserves the right to make the final decision regarding permission to use school facilities by any individual group.
6. The Renter, the Renter's agents and employees, and participants and guests in programs, activities and events conducted by the Renter, shall abide by and conform to all rules and regulations issued from time to time by the Board for the management and operation of school buildings, facilities, grounds or equipment.
7. In this policy, school facilities include buildings, grounds, and any other facilities owned by the School District.
8. In this policy, references to Users, User Groups, Renters, Rental Groups, Individuals or Groups, are deemed to include anyone using school facilities for non-school based activities.

## REGULATIONS - COMMUNITY USE OF SCHOOL BUILDINGS AND GROUNDS

### 1. Access to Facilities

Access to facilities outside of the times that the space is required for either the schools' or the District's needs will be made available in a manner that will ensure that our local community's activities for youth get first priority.

Continuing rentals are for the current school year only and organizations must reapply annually. Such applications must be received between May 1 and June 30.

### 2. Eligibility of Applicants

Applicants must represent properly constituted community groups or be individuals capable of accepting responsibility for conduct of participants and financial responsibility for any damages.

### 3. Notification of School

Principals will be contacted in advance as to the availability of their building facilities for rental purposes, and a copy of the rental agreement will be sent to them.

### 4. Use of Facilities

All user groups are required to enter into a rental/lease agreement for the use of any facility.

All activities must be confined to the parts of the buildings and playing fields stipulated on the contract. Sub-letting of facilities is not permitted.

### 5. Supervision

The person in charge of the group is responsible for the admission, actions, and behaviour of all participants and/or spectators on the property of the School District. All groups using school facilities shall provide adequate supervision of the participants in the activity by a mature person(s).

The individual designated as "in charge" will:

- a. Make himself/herself known to the custodian on duty in the building.
- b. Enforce all Board policies and regulations concerning the use of school facilities and playfields.
- c. Supervise entrance and adjacent area to prevent unauthorized persons from entering the building.
- d. Limit activities and participants to the area assigned to the group.
- e. Ensure that specified days and times are adhered to as stated on Rental Agreement.
- f. Ensure that all members are out of the building when the activity ceases.
- g. Take all and any action that may be required for the preservation of the School District's property, and ensure that the school premises are left in the same order and condition as they were left by school personnel.
- h. With certain groups, the Board may require the attendance of a school custodian to assist the group in carrying out the above conditions. The cost of the custodian's fee will be added to the rental charge.

### 6. Insurance

The group will provide adequate public liability insurance for its own participants.

## REGULATIONS - COMMUNITY USE OF SCHOOL BUILDINGS AND GROUNDS

7. **Indemnification and Hold Harmless**

The User Group shall indemnify and hold harmless the Langley School District and any of its officers, employees, servants, agents and contractors from any and all loss, liability, claims or expense arising out of the use and/or occupation of the property belonging to the Langley 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 Langley School District.

8. **Waiver of Subrogation**

The User Group hereby agrees to waive all rights of subrogation or recourse against the Langley School District with respect to the use or occupation by the User Group of the premises described in the rental agreement.

9. **Right of Refusal and Cancellation of Rental Contract**

The School District reserves the right, as its interests may require, to refuse any group or individual access to any facility or to cancel any planned rental or use of a facility. Contracts may be terminated at the discretion of the Principal for failure of the rental group to comply with any of the aspects of the rental agreement.

School functions have priority over Rental Agreements, and may preclude a rental activity on certain occasions. If any of the facilities covered by the contract are required for purposes of the School District, or if the School District shall require any of the facilities for one night for any purpose, the said facilities shall be made available to the School District.

Groups that do not show up for the rental or fail to give the District adequate notice of cancellation may lose their rental privileges.

Groups wishing to cancel a session shall provide the School District Office seven (7) days notice of any such cancellations. A refund/credit will not be given for cancellation of single sessions.

If a renter cancels for the remainder of a contract, a cancellation fee of \$25 will be assessed against any refund/credit that may be issued.

10. **Rental Agreement**

Applications for use of facilities should be made at least 10 days prior to starting date. No changes or alterations may be made to the Rental Agreement unless authorized by the School District Office. An additional processing fee may be charged to administer changes.

11. **Parking**

Parking of vehicles shall be prohibited on all school grounds, except in specified parking lots. Fire lanes must be kept clear at all times.

12. **Alterations**

No alterations, installations, or fastening shall be permitted in any building.

13. **Footwear**

Footwear with heels and/or hard soles shall not be permitted on playing floors. Footwear normally used outside, must not be used in gymnasias.

## REGULATIONS - COMMUNITY USE OF SCHOOL BUILDINGS AND GROUNDS

14. **Restricted Sports and Activities**

Gymnasias are not normally rented for indoor practice games of soccer, lacrosse, football, or grass hockey. Facilities may be used for conditioning activities related to these sports provided that Nerf or equivalent balls are used. Balls other than Nerf or equivalent balls for these sports are not allowed in the gymnasias. Floor hockey, softball, baseball, or use of the facility for any indoor practice game is only permitted with special approval by the Principal.

15. **Language**

Profane or insulting language shall not be permitted on the facilities or playing fields.

16. **Playing Fields**

The School District shall have the right at any time to cancel, without notice, the right of the Renter to use any of the playing field if, in the opinion of the School District, they are unfit for use due to inclement weather. The School District shall be the sole judge of the condition of the playing fields, but will expect the Renter to exercise judgment in the use of the field during inclement weather. Backstops, uprights, goal posts, soccer posts, etc., may not be removed or moved by outside groups. No cutting of grass on school playfields is permitted unless prior permission has been received from the Maintenance Department.

17. **Use of Equipment**

P.E. equipment, such as volleyball and badminton stands, nets, and other such equipment where available, may be used by groups at the discretion of the Principal concerned. Supplies such as balls, racquets, etc. must be provided by the groups. Games involving the use of equipment or supplies in such a manner as to harm the building will not be permitted.

18. **Temporary Storage**

Storage of renter's equipment may be provided by prior arrangement with the Principal.

19. **Fire Safety**

Persons renting school facilities must comply with the School District Policy and Regulations and with Municipal fire by-laws. These include use of only fire-proof props, not exceeding the seating capacity, and keeping existing exits clear.

20. **Intoxicants**

Possession or consumption of intoxicants on any portion of school premises is strictly prohibited.

21. **Smoking**

There shall be no smoking in or on any School District property.

22. **Damages / Cleanup**

All breakages, damages, and cleanup will be repaired or replaced by School District personnel, and charges billed to the Renter.

23. **Lost Property**

The School District will not be responsible for any property left on school premises.

**REGULATIONS - COMMUNITY USE OF SCHOOL BUILDINGS AND GROUNDS**

24. **Rental Times**

If the time approved on the Rental Agreement does not conform to normal rental periods, or if there is future increased demand for the facilities, the School District reserves the right to change the rental time. Groups are to arrive ten minutes before commencement time, and leave at termination time.

25. **Access to Facilities**

Access on school nights will be through the custodian on duty. Access on weekends and holiday periods will not be allowed unless provision is made for a custodian or a security guard to unlock and lock-up the premises. No keys will be issued to rental groups. There is a minimum call-out charge for this service, to be paid by the Renter.

26. **Unique Sites**

Unique rental rates will apply to Langley Fine Arts School (Theatre & Dance Studio), Brookwood Secondary School Auditorium, and School Board Office.

**REGULATIONS – COMMUNITY USE OF SCHOOL BUILDINGS AND GROUNDS**

USER GROUP CLASSIFICATION

- Group A: School District and School Activities  
CUPE, LTA, Management Groups and official committees of these organizations,  
School PAC and District PAC
  
- Group B: Community Use – Non-Commercial – Youth Groups  
(Membership predominantly under 19)
  
- Group C: Community Use – Non-Commercial – Adult Groups
  
- Group D: Commercial Use (excludes filming)

RENTAL RATES (excludes Filming)

Rental rates per hour:

Group	A	B	C	D
Classroom	N/C	\$11	\$14	\$30
Small Gym (i.e. Elementary)	N/C	\$14	\$22	\$55
Large Gym (Secondary)	N/C	\$25	\$48	\$120
Library / Multi-purpose	N/C	\$11	\$22	\$ 48
Home Ec (full use)	N/C	\$33	\$55	\$132
Cafeteria (seating only)	N/C	\$33	\$55	\$132
Processing fee		\$ 6	\$ 6	\$ 6

Weekends: 2 hour minimum rental plus opening/closing and custodial charges where applicable.

(Last Revision: July 1, 2011)

**REGULATIONS – COMMUNITY USE OF SCHOOL BUILDINGS AND GROUNDS**

RENTAL RATES - MOVIE FILMING

Damage Deposit	10000.00
Filming – Interior Prep or Wrap Day	1100.00
Filming – Exterior Prep or Wrap Day	1100.00
Filming – Interior	2200.00
Filming – Exterior	1650.00
Flat Rate for Prep/Film/Wrap	2200.00
Shower/Change Room Use	275.00
Chair Rental	2.00
Table Rental	7.50
Emptying of Dumpster	35.00
Field Usage	220.00
Maintenance Labour	44.00
Misc. Maintenance Fees (heat, etc.)	330.00
Parking – All Weather Field	400.00
Parking – Daily Rate	300.00
Custodian O/T @ 47.00/hr	47.00
Custodian Spare @ 23.50/hr	23.50
Custodian Open	30.00
Custodian Close	30.00
Security Open	30.00
Security Close	30.00
Cancellation Fee	150.00

Insurance:

For an open school, must include SD#35 as “additional insured” – minimum \$5,000,000 liability.

For a closed school – minimum \$7,000,000 liability.