



Administrative Procedure 550

COMMUNITY USE OF SCHOOL BUILDINGS AND GROUNDS

Background

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

This administrative procedure applies to all rentals of District facilities, except those for which the District has entered into a separate joint use agreement.

Procedures

1. The District'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 District acknowledges that school facilities are to be used as extensively as possible by community organizations and other groups, when not required for 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 District considers that the schedule of fees and accompanying terms and conditions for community use of school facilities is to be governed by several principles:
 - 4.1. Need for recognition by all groups of building related costs.
 - 4.2. Need for adequate control of use by District officials.
 - 4.3. Provision of graduated fees, with lowest rates being charged to student related activities, and the highest rates to private or commercial activities.
 - 4.4. The Secretary-Treasurer has authority to determine assessment of fees and access.
5. The following priorities shall apply to community use of school facilities:
 - 5.1. Educational: A logical extension of the District's educational programs, i.e. school co-curricular programs.

- 5.2. Children's Groups: Promoting activities for school aged children, i.e. Scouts, Brownies, etc.
- 5.3. Recreation/Culture: Individuals or organizations sponsoring activities for cultural or recreational use and physical fitness.
- 5.4. Community/Service Groups: Promoting community service, i.e. service clubs.
6. The District reserves the right to make the final decision regarding permission to use school facilities by any individual group.
7. 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 District for the management and operation of school buildings, facilities, grounds or equipment.
8. In this administrative procedure, school facilities include buildings, grounds, and any other facilities owned by the District.
9. In this administrative procedure, references to Users, User Groups, Renters, Rental Groups, Individuals or Groups, are deemed to include anyone using school facilities for non-school based activities.
10. Access to Facilities
 - 10.1. 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 gets first priority.
 - 10.2. 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.
11. Eligibility of Applicants
 - 11.1. Applicants must represent properly constituted community groups or be individuals capable of accepting responsibility for conduct of participants and financial responsibility for any damages.
12. Notification of School
 - 12.1. 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.
13. Use of Facilities
 - 13.1. All user groups are required to enter into a written agreement for the use of any facility.
 - 13.2. 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.
14. Supervision
 - 14.1. 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 District. All groups

using school facilities shall provide adequate supervision of the participants in the activity by a mature person(s).

14.2. The individual designated as "in charge" will:

- 14.2.1. Make themselves known to the custodian on duty in the building.
- 14.2.2. Enforce all Board policies and District procedures concerning the use of school facilities and playfields.
- 14.2.3. Supervise entrance and adjacent area to prevent unauthorized persons from entering the building.
- 14.2.4. Limit activities and participants to the area assigned to the group.
- 14.2.5. Ensure that specified days and times are adhered to as stated on Rental Agreement.
- 14.2.6. Ensure that all members are out of the building when the activity ceases.
- 14.2.7. Take all and any action that may be required for the preservation of the District's property and ensure that the school premises are left in the same order and condition as they were left by school personnel.
- 14.2.8. With certain groups, the District may require the attendance of a 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.

15. Insurance

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

16. Indemnification and Hold Harmless

- 16.1. The User Group 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 expense arising out of the use and/or occupation of the property belonging to the 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 District.

17. Waiver of Subrogation

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

18. Right of Refusal and Cancellation of Rental Contract

- 18.1. 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 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.
- 18.2. 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 District, or if the District shall require any of the facilities for one night for any purpose, the said facilities shall be made available to the District.

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

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

18.5. If a renter cancels for the remainder of a contract, a cancellation fee, as per fee schedule, will be assessed against any refund/credit that may be issued.

19. Rental Agreement

19.1. Applications for use of facilities are to 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 Manager of Purchasing & Logistics. An additional processing fee may be charged to administer changes.

20. Parking

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

21. Alterations

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

22. Footwear

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

23. Restricted Sports and Activities

23.1. 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.

24. Language

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

25. Playing Fields

25.1. The 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 District, they are unfit for use due to inclement weather. The 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 Director of Facilities, Transportation and Capital Projects.

26. Use of Equipment

26.1. 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.

27. Temporary Storage

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

28. Fire Safety

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

29. Intoxicants

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

30. Smoking and Vaping

30.1. There shall be no smoking/vaping in or on any District property.

31. Damages / Cleanup

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

32. Lost Property

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

33. Rental Times

33.1. 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 District reserves the right to change the rental time. Groups are to arrive ten minutes before commencement time and leave at termination time.

34. Access to Facilities

34.1. 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.

35. Unique Sites

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

Reference: Sections 22, 23, 65, 85 School Act
Liquor Control and Licensing Act
Disposal of Land or Improvements Order M193/08
School Opening and Closure Order M194/08
Adopted: June 1, 1999
Revised: May 18, 2010; December 15, 2020