



ADMINISTRATIVE PROCEDURE 10.100

SCHOOL AND DISTRICT FACILITIES

Reference: Policy 10.100

1. GENERAL

It is the policy of the Board that school district facilities be available for responsible community use, in accordance with prescribed administrative procedures. However, the facilities are there primarily for student use, and as such, first priority for use will always be given to the students of the school. Further information can be obtained from the school board office which manages the bookings. At no time, should any community use occur at school district facilities outside instructional time without approval from the maintenance department, Principal or Secretary Treasurer. Any exemptions from School & District Facilities Policy 10.100 must be approved by the Director of Facilities or the Secretary Treasurer.

Outside school instructional time, the use of school facilities is arranged for with the school board office. Rental applications and agreements must be created in conjunction with appropriate records, including invoices, certificates of insurance, custodial arrangements and other documentation as necessary. Schools are required to communicate with the maintenance department of any facility use outside of instructional hours in order that facility space can be coordinated with rental applications.

2. SCHOOL 'SANCTIONED' USERS OR EVENTS

School sanctioned users are users that have been approved by the School Board or school for educational use. School sanctioned users involve the following:

1. users must consist of students or staff of the school district,
2. facility use forms should have an administrator signature granting approval,
3. users will not necessarily have to provide a certificate of insurance as coverage is provided under the school district as a 'sanctioned event'.

3. ALL USERS

For the benefit of individuals or organizations desiring the use of school premises and to support the policy of sustained and long-term use, the following guidelines have been established by the school district. Persons found in violation of these rules may be asked to leave the premises and denied future access to school district facilities.

1. The School District reserves the right to define Schedule of Uses and has the right to refuse any request for use of a facility or equipment.
2. Users must ensure appropriate adult supervision of facilities.

3. A custodian is an authorized representative of the School District and enforces the rules as to the use of the school premises as laid down by the School District and may ask to see the user rental form or administrative authorization to confirm use.
4. For use the premises outside of instructional time, the School District may require an authorized School District employee to open and close facilities or remain throughout use. Functions organized by non-school groups must be completely covered by such a weekend person, on a pay basis.
5. Unless special arrangements are made, functions in the school must cease one (1) hour before custodians leave the buildings. Users must leave the building clean and tidy.
6. Any particular articles of unknown ownership found on the premises will be turned into the Principal's office to which all claims for lost articles should be direct.
7. Any user or organization using the school premises is required to remove any personal items after their scheduled time is completed unless prior arrangements have been made with the School District.
8. Acceptable footwear must be worn inside school district facilities. Outside footwear, such as footwear with cleats, is prohibited with facilities. All gym shoes must have non-marking soles.
9. No equipment belonging to the school shall be used without specific permission granted by the Principal. Any equipment used in rental must be deemed as for indoor use. Only regulation indoor hockey sticks and balls are allowed in the gym.
10. Any organization using the school premises is required to make certain that all equipment and furniture be returned to its proper place immediately after the completion of the activity. User must ensure that equipment does not damage the facility in their use or movement.
11. The use of shower facilities must receive prior approval from the School District and the costs of custodial services will be applied.
12. Staples, tape, or nails or any other materials are not to be affixed to walls, floors, ceilings or for decorating the rooms, halls or stage.
13. Any school user group that plans to alter any aspect of the school (i.e. hang paper items, use extension cords, cover walls with materials, block exits, etc.) must consult and receive approval from the Maintenance Supervisor prior to proceeding with activities.
14. A special agreement with the School District is required where school facilities are to be used to hold a public dance.

15. Use of home economics facilities shall not be granted to groups wishing to prepare food for banquets or other activities. Special permission is required from the Secretary Treasurer for the use of home economic facilities.
16. No smoking allowed on school property.
17. No bicycles will be allowed in school buildings.
18. No pets will be allowed in school buildings except for functions approved by the Principal
19. Food and beverages in designated areas only. Alcoholic beverages are not allowed on school property.
20. Schools and school functions have priority of use and all users are subject to bumping on short notice or cancellation. The School District reserves the right to amend the terms of the agreement.

4. RENTERS (NON-SCHOOL SANCTIONED)

1. All school facility users including employees must complete a "***Facilities Rental Application***" form. Applications accepted will be on a first-come, first-serve basis.
2. Any facility user or organization submitting application for use of the school premises is required to appoint a member of their party, known as the '***Representative***', to act as their person responsible in any dealings with the '***School District***'. The Representative, on behalf of the rental party or organization, shall be held accountable by the School District in such matters as arrangement for date, hours, payment of rent, damage, supervising of functions, user or audience conduct and any such points concerning the use of the school premises as the School District may see fit, and the Representative shall be required to sign application forms prior to the approval being granted.
3. Rental fees are set by the School District and payment must be arranged in advance and paid prior to use. Fees may be adjusted in specific cases, and it is thus at the discretion of the School District. All cheques are to be made payable to School District #54 (Bulkley Valley).
4. The Representative or User Group shall indemnify and hold harmless the School District and any of its officers, employees, servants, agents and contractors from any loss, liability, claims or expenses arising out of the uses and/or occupation of the property belonging to the School District by the Representative or User Group and any of its officers, employees, servants, agents, contractors and volunteers, except to the extent that such a loss arises from the independent negligence of the School District.

5. The User Group shall, without limiting its obligations or liabilities, herein and its own expense, provide and maintain the following insurances, by providing certificates of insurance, with insurers licensed in British Columbia and in forms and amounts acceptable to the School District.

General liability insurance with a limit of not less than one million dollars (\$2,000,000.) inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the user group, its officers, employees, servants, agents, contractors, and volunteers and shall include the School District, its officers, employees, servants, agents and contractors as additional insureds with respect to liability arising out of the use or occupation by the User Group of the property belonging to the School District.

The User Group shall provide the School District with evidence of all required insurance prior to the effective date of the Agreement. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the School District, the User Group shall provide certified copies of required insurance policies. These certificates should be issued by the insurer or insurance broker of the User Group and must contain the following information:

- I. Name of the insurance company and the binder or policy number.
- II. Name and address of the Insured (User Group).
- III. Policy period (covering at least the period the agreement is in place).
- IV. Description of coverage.
- V. Policy limits.
- VI. Description of insured operations and location(s).
- VII. Signature of authorized representative and date.

6. The Representative or User Group will agree to waive all rights of subrogation or recourse against the School District with respect to the use or occupation by the User Group of the premises as described in the agreement.
7. It should be understood that neither the school Principal, School District nor the School Board can accept the responsibility for user participant or audience behaviour during any public function that is not a school activity. Any organization renting the school premises shall be responsible to the School District for the user participant or audience behaviour at the function.
8. Only specific parts of the building rented by a party or organization are to be used. All other sections of the school will be strictly “out of bounds” to the public. Renters found in out of bounds areas, may be subject to cancellation of the rental agreement and prohibited from using school district facilities.

5. FACILITY RENTAL BOOKINGS

Facility rental bookings can be managed through Maintenance Department and the EBASE program.

Facility Booking Schedule:

*Facility reservations can be booked as of September 15 for the period of October 1st – June 30th. **

Exceptions:

- *Bookings for Walnut Park Gym can begin as Oct 1^{**} for the period of October 1st-June 30th*
- *Bookings for Smithers secondary Gym can be booked as of March 1st for the period from the first day after Spring break to June 30th. (Smithers Secondary School facilities may be closed to rentals in June during a period reserved for graduation ceremonies and safe-grad celebrations.)*

The Smithers Secondary Theatre rentals are governed by the Theatre Use Administrative Procedure.

* *The District reserves the right to cancel or change rental users scheduled times due to school functions.*

** *This is to allow time in September for SSS athletics department to organize any required school sport time at the Walnut gym.*

Total Use Time Note:

- Single individual users may only reserve up to 20% of a week's available time.
- Applications of up to 40% of week's available time may be made after November 1st for all facilities with the exception of the SSS gym.
- Applications of up to 40% of SSS available gym space (between spring break and June 30th) can be booked as of April 1st.

6. RATES (per occasion):

Schedule of Uses*

- I Activities involving ***school sanctioned users*** or students of an educational nature.
- II ***Non-School Sanctioned Adult groups for the purpose of supporting students*** – where a no fee or admission is charged (eg. community, recreational, social and cultural activities.)
- III ***Non-commercial*** activities where a fee or admission is charged, but where the activity is not inherently commercial or not-for profit (eg. community, recreational, social and cultural activities.)
- IV ***Commercial*** activities, when not in competition with local facilities.

* *The decision of which schedule use level (I, II, III or IV) rests solely with the School District.*

	I	II	III	IV
Gymnasium	Free**	\$25.00/hr	\$50.00/hr	\$100.00/hr
Classrooms	Free**	\$10.00/hr	\$20.00/hr	\$50.00/hr
Fields	Free**	\$10.00/hr	\$20.00/hr	N/A

When a facility is rented a damage deposit of \$300.00 must be submitted with the application. This is refundable less any assessments for damage or clean-up.

A custodial or supervision charge of \$30.00/hour is applicable on non-school days or outside the regular work schedule of the custodian.

Schools may limit the number of classrooms available per evening as well as the hours of use.

**** All users claiming Step 1 (no fees) for student and educational use must have the administrator from the facility sign the rental application.**

7. SMITHERS SECONDARY SCHOOL

Given the demand and educational requirements on the Smithers Secondary facility, it is clear that this facility has been over- utilized. Priority use shall be given for:

1. use by maintenance
2. use for educational purposes
3. use for in-season BC School Sports (<http://www.bcschoolsports.ca/>)
4. use for school sanctioned activities or BC School Sports
5. use involving students
 - a) *Non-school “sanctioned” user would need a certificate of insurance and be subject to user rental fees in order to qualify for an exemption*
 - b) *Rentals are prohibited; though the School District may make **allow exemptions to specific users that meet approved criteria.***
6. use for staff or coach development
7. use that does not conflict with educational purposes

During the period of September –March the gymnasium will not be available for rental or non-seasonal sport use during the weekdays given the full use of school users and nightly custodial and maintenance requirements.

Where space is available, users that are applying for “educational purposes” outside of instructional hours must provide a booking form to the school board office **that includes an authorizing signature of the administrator requiring the facilities for school educational use as “school sanctioned”**. This includes staff or non-staff users that are applying for an exception to rental fees.

In the event that an exception is granted for a User Group at Smithers Secondary, the Representative or User Group are bound by regulations outlined in these Administrative Procedures.

8. GENERAL MAINTENANCE:

Wherever possible, facilities will not be fully booked to ensure adequate opportunities for cleaning and maintenance. This may be difficult during the fall or winter season due to the sheer volume of BC School Sports. The school district will make every effort to provide maintenance or upgrades during school holidays or upon the completion of sports seasons. Maintenance may provide unscheduled work throughout the year, even during the fall or winter seasons if necessary and users would be expected to use other facilities where possible.

9. STAFF USE:

School District staff applying to use facilities outside instructional time will be governed by Board policy on School and District Facilities and these administrative procedures.