

## COMMUNITY USE OF SCHOOL FACILITIES AND GROUNDS

### Background

The District will make school buildings and grounds available to the community at times when they are not being used for programs offered by the District.

### A. Procedures

The use shall be governed by procedures, which provide for:

- a schedule of rates which will encourage community groups to use schools for recreation and leisure time enjoyment programs, particularly those organized for students;
- reasonable precautions being taken for the care and security of facilities;
- rules which must be followed.

#### 1. Access to Facilities (Including School Grounds)

School grounds including all play spaces are reserved exclusively for school use on days when schools are in session between the hours of 7am and 6pm. Facilities may be made available to the public when not required for school or District needs. The District supports youth activities and will attempt to accommodate them in District facilities.

#### 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

Prior to renting any facility, the District will ensure that the Principal has authorized the use by counter signing the Rental Agreement Form. A copy of the rental agreement will be sent to the school.

#### 4. Use of Facilities

Reservations are to be made in writing through the office of the Assistant Director, Procurement and Contract Administration Services. All user groups are required to enter into a rental/lease agreement for the use of any facility. Entering into a rental/lease agreement for the use of any facility includes having the responsible person for the user group abide by and sign the Terms and Conditions for Community Use of School Facilities. Reservations are for the current school year and must be renewed annually in the spring. 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. The individual designated as "in charge" will:

- 5.1 Make himself known to the custodian on duty in the building.
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- 5.2 Enforce all District and school policies and procedures concerning the use of school facilities and playfields.
- 5.3 Supervise entrance and adjacent areas to prevent unauthorized persons from entering the building.
- 5.4 Limit activities and participants to the area assigned to the group
- 5.5 Ensure that specified days and times are adhered to as stated on the Rental Agreement.
- 5.6 Ensure that all members are out of the building at the end of the contracted rental time.
- 5.7 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 the school left them.

## 6. Insurance

All groups will provide adequate public liability insurance for its own participants.

## 7. Indemnification and Hold Harmless

Every rental agreement shall have the following clause inserted:

"The Licensee agrees that there is no warranty expressed or implied on the part of the Board as to the suitability or condition of the school premises hereby demised and that the Licensee accepts the said premises at his own risk and that the Licensee covenants to indemnify and save harmless the Board of all loss, costs and damages which may arise as a consequence either directly or indirectly of the granting of this license. The Licensee agrees to indemnify the Board for any loss or damage to the Board's property or any adjoining property due to the occupancy of the Board's premises to which this license relates. The Licensee understands and agrees that this license may be revoked or cancelled at any time by the Board with or without cause and that in the event of such revocation or cancellation there shall be no claim or right to damages, or reimbursement on account of any loss, damage or expense whatsoever.

## 8. Right of Refusal and Cancellation of Rental Contract

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

## 9. Rental Agreement

Applications for use of facilities shall be made at least 10 working days prior to starting date. No changes will be made to the rental agreement unless authorized by the District. Reservations are for the current school year and must be renewed annually by July 1<sup>st</sup> each year.

## 10. Use of Gymnasia

User groups are expected to wear appropriate footwear in gyms. Outdoor footwear tracks dirt and debris into the gyms and is restricted. Footwear with heels and or hard soles is not permitted on the playing floors. Certain activities at the discretion of the Principal will not be allowed in gyms. Some activities will require the use of protective flooring. This is labour intensive and may incur additional costs.

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## 11. Use of Equipment

Use of equipment within school facilities will be at the discretion of the Principal of the school. Community groups are expected to assume the cost of unusual wear or breakage of school equipment and building facilities.

## 12. Substance Use

Smoking (including all tobacco and vapour products) alcohol, illegal drugs in any form and drugs (including cannabis) which when consumed impair a person's mental or physical ability or capacity to function are strictly forbidden in all areas of all SD43 properties. This applies to all individuals, whether minors or adults. This rule applies whether school is in session or not. Alcohol may only be served at special functions, subject to the District's approval before the event.

## 13. Alcohol

Alcohol may only be served at functions, subject to the Principal's approval, provided:

- 13.1 that the group indicates at the time of reserving school facilities that the function will include serving alcohol,
- 13.2 that the organization arranging the function will obtain a liquor permit covering the function,
- 13.3 that the organization undertakes to provide responsible supervision and control over the function.

## 14. Lost Property

The District and the school will not accept any responsibility for equipment, furniture, supplies or private property of any description left in any school. Such material may only be left in a school with the approval of the principal of the school and is left at the risk of the owner.

## 15. Caretaker Charges

An additional charge will be made to rental groups for caretaker service at times other than the caretaker's regular working hours or where additional caretaking is required at the discretion of the District.

## 16. Gratuities

No staff member of the District will accept gratuities from groups reserving school facilities.

## 17. Use of Kitchen Facilities

Kitchen facilities are not available to user groups.

## 18. Childcares

Licensed childcare programs are permitted to lease unused school facilities or contract with the District to license play space on school grounds and/or to locate a portable building on school grounds provided that their program will not unfavorably impact student safety, affect District programs and meet requirements of local governments. The cost of any alterations or additional facilities is the responsibility of the licensee. Groups planning a childcare facility must provide a copy of the daycare license from Fraser Health Authority and a copy of their insurance policy. The Superintendent or designate must approve the program prior to any childcare sponsor being granted use of District

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facilities. Use of any school facility by childcare providers during the hours of 7 am to 6pm may require a written agreement through, a 'License to Occupy'. Applicants shall meet all District, municipal and daycare licensing requirements. Refer to Clause 19 Reciprocal Agreements.

19. The District reserves the right to enter into reciprocal agreements with the Cities of Coquitlam, Port Coquitlam, Port Moody and the Villages of Anmore and Belcarra with respect to joint site acquisition, development and maintenance. In addition, the District reserves the right to enter into agreements with those agencies respecting the cooperative use of facilities and grounds for conducting courses and programs. Financial arrangements for such agreements will be negotiated separately between the participating agencies.

## 20. Unique Sites

The list of sites identified in this chart - School field use, Community School Use and Terry Fox Theatre are unique. Different booking procedures apply. Please see below for appropriate contact.

<b>Facility</b>	<b>Contact</b>
Terry Fox Theatre	<ul style="list-style-type: none"> <li>• Facility Rentals 604-937-6733</li> </ul>
School Field Use after 5:00 p.m. <ul style="list-style-type: none"> <li>• Coquitlam Fields</li> <li>• Port Coquitlam Fields</li> <li>• Port Moody Fields</li> </ul>	<ul style="list-style-type: none"> <li>• Coquitlam Parks &amp; Leisure Services</li> <li>• Port Coquitlam Parks &amp; Rec</li> <li>• Port Moody Parks &amp; Rec</li> </ul>
Community School Use: <ul style="list-style-type: none"> <li>• Seaview</li> <li>• Miller Park</li> <li>• Central</li> <li>• Pitt River Middle</li> <li>• James Park Elementary</li> <li>• Minnehada Middle</li> </ul>	<ul style="list-style-type: none"> <li>• Community School Coordinator at school</li> <li>• Community School Coordinator at school</li> <li>• Community School Coordinator at school</li> <li>• Community School Coordinator at school</li> <li>• Community School Coordinator at school</li> <li>• Community School Coordinator at school</li> </ul>

## 21. Charges

21.1 Processing Fee – Effective January 1, 2017 a \$25 processing fee per contract issued shall apply.

21.2 Amendment or Cancellation by Community Group - Where the community group wishes to cancel or amend an issued rental contract whether signed or not, they must provide notice in writing to the Rentals Dept. by email: [facilityrentals@sd43.bc.ca](mailto:facilityrentals@sd43.bc.ca) or fax 604 939-4492 at least 10 business days prior to the booked event in order to receive a refund or credit. Failure to meet the notification period will result in the group being charged the full cost of the rental fees and/or future rental privileges may be revoked.

The group will be charged an amendment fee of \$25 for any changes that the group itself requests. This includes changes to dates, times, location or specifications, or for any cancellation of dates or bookings after the application form has been signed and submitted and the rental contract created and issued to the licensee. The fee will be charged in advance of making the required changes and is applicable to all rental contracts.

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**22. SCHEDULE OF RATES-**

A schedule of rental rates shall be established on July 1st of each year and posted on the District’s Main Website, a summary follows:

**22.1 Category of District Rentals**

Each reservation shall be classified into one of the following categories and charged as indicated.

- A Charges Waived ..... nil
- B Nominal Rental Charge..... 20% of basic charge
- C Modest Rental Charge .....40% of basic charge
- D Basic Rental Charge..... 100% of basic charge
- E Commercial Rental Charge..... 200% of basic charge

Administration shall have discretion in determining rental categories.

**22.2 Rate Increases**

Rents will be adjusted annually based on the change in the annual cost of living index or other market conditions. Caretaking charges will be adjusted annually to account for increases in the Collective Agreement.

**22.3 Category Classification** (*applies to All rental facilities including Community Schools*)

GROUP	TYPE OF USE	CHARGE CATEGORY
<b>Caretaking fees may be charged as applicable to ALL categories of Rental</b>		
All district and school-based groups including PAC, DPAC, SPC, or other school-based organizations, clubs or departments.	All school related uses. Includes school anniversary celebrations and retirement functions	A
District sanctioned events	Early Learning / Healthy Living & Literacy School Community Partnerships, or other SD43 initiatives	A
CUPE Local 561, CTA & CPVPA	Union or professional meetings	A
Political meetings (local, provincial or national)	i.e. All-candidates meetings & municipal elections	A
Special Community events	Remembrance Day, May Day, Dogwood Days, Friends of Ioco Annual Event	A
Cities of Coquitlam, Port Coquitlam, Port Moody, and villages of Anmore and Belcarra.	All City uses	B (unless covered by a joint use agreement)
Organizations that do public service; social or sport organizations; all school-based groups including school reunions; groups including PACs and SPCs for non-school related uses.	All users such as youth or adult sports, Scouts, Cadets, Girl Guides; includes youth non-sport activities (ongoing rental i.e. once per week for multiple weeks.	B (unless covered by a joint use agreement)
Organizations that provide a public service, social or sports organizations for	Short term rentals such as Pro-days, Winter/Spring/summer Breaks (i.e.	

youth or adults where a fee is charged and/or staff are paid.	sports camps, theatre camps, one-day personal interest courses.	C
Political meetings (local, provincial or national)	i.e. Partisan meetings. Federal, Provincial elections (per federal or provincial rates)	D
Universities & Colleges	Off campus courses with paid instructors (i.e. master classes)	D (unless covered by a joint use agreement)
Language Schools and Churches (Long term rentals)	Language classes, religious and/or cultural instruction	D
Commercial, private or other groups not considered above.	All uses including weddings, private/birthday parties, and strata council meetings, conventions and conferences	E
Other	Not noted above (i.e. filming, school theatres, daycares etc)	(at the discretion of the Assistant Director, Procurement and Contract Administration Services.)

Reference: Section 65, 85, School Act

Last revised: April 2019