

- Procedure Number: 900
  - Procedure Name: Public Use of School Facilities
  - Date of Revision: 1994
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**Public Use of School Facilities**

**This procedure fully recognizes all existing joint use agreements. It is designed to cover areas where no agreement exists or where conditions are not covered by an allocation committee or hall committee.**

**1. General**

The Board of School Trustees has established policy to encourage and facilitate the community use of school buildings, playing fields and equipment.

The administration of this Procedure shall be the responsibility of:

- **Pender Activity Centre and Galiano Activity Centre** - see Joint Use Agreement.
- **Salt Spring Island** refer to Joint Use Agreement, CRD-Parks & Recreation Commission.
- The Allocation Committee or designate shall record and report to the Supervisor of Works all extra labour costs related to events for billing to the responsible group.
- **Mayne Activity Centre** - Principal

Other Facilities:

**Saturna School** (school and non-school hours) - Principal

**2. Priorities of Use**

2.1 Board activities (including Continuing Education)

2.2 Parks and Recreation Commission coordinated activities:

1) Youth

2) Adult

2.3 Local community use:

1) Youth

2) Adult

2.4 Commercial and private use.

**3. Eligibility of Applicants**

Applicants must be 19 years of age or over

**4. Basis of Allocation**

The School Board shall program all bookings of facilities in accordance with the stated priorities for use and governing regulations.

All applications for use of school facilities on Salt Spring Island to be made through the school board office at :

112 Rainbow Road, Salt Spring Island;

Mayne, Galiano, Pender and Saturna Islands – through the local school.

Permits will be issued on approval of application.

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**5. Use of Facilities**

All groups using school facilities will be required to obey all regulations established by the Board and those school regulations as determined by the respective Principal.

All activities must be confined to the areas of buildings and playing fields stipulated on the permit. Certain activities may be restricted to specific facilities. No sub-letting of facilities is permitted.

**6. Suitability of Facilities**

There is no warrant, express or implied, on the part of the School Board as to the suitability or condition of the facilities. The School Board reserves the right to require any group to transfer from one facility to another if the need arises.

**7. Type of Activity**

The permit holder must limit the activity or activities as specified on the permit.

**8. Supervision**

The permit holder or his pre-approved designate, as listed on the permit, is responsible for the admission, actions and behavior of all participants and/or spectators covered by the permit while on School District property.

All groups using school facilities shall provide adequate supervision, of the participants in the activity by a responsible adult(s). The Board reserves the right to evaluate the supervision.

The individual(s) designated will:

- (1) Make him/herself known to the designated Board employee or other designated representative in charge of the building.
- (2) Enforce all Board regulations concerning the use of school facilities and playfields. Ensure that all members of the group abide by Board/School regulations.
- (3) Limit activities and participants to the areas assigned to the group.
- (4) Provide access only to the areas covered by the permit.
- (5) Ensure that the specified days and times are adhered to. Any changes must be pre-approved by the approving authority.
- (6) Take any reasonable action that may be required for the preservation of the School Board property.
- (7) Report any damage noted by, or caused by groups, must be reported as soon as possible to the designated Board employee and/or designated supervisor of the activity. If damage could cause injury to others it should be reported immediately.
- (8) Remain in attendance during the entire period indicated on the permit and/or until such time as all participants have vacated the premises.

Designated School Board employees and designated Parks and Recreation Commission staff are fully empowered to act as the Board's representatives to ensure that these regulations are followed.

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**9. Rights of the Board**

In order to ensure full and efficient use of facilities, the Board reserves the right to refuse or to cancel permits where, in its opinion, the attendance does not warrant use of such a facility. The Board reserves the right to add, delete, or amend regulations at any time or to terminate any permit immediately for cause.

**10. Cancellation - School Board**

The Board reserves the right to cancel, suspend, or postpone any and all permits when such facilities are required for school sponsored activities, provided a minimum of seven (7) days' notice is given to the permit holder.

Permits may be cancelled without notice where, in the opinion of the Board, the facility is unfit for use.

**11. Restricted Sports**

Designated gymnasium may be used for indoor practice games of soccer, lacrosse, softball, baseball, football, field hockey or other activity when indoor balls and equipment are utilized. Activities involving the use of equipment or supplies in such a manner as to damage or mark the facility will not be permitted, (i.e. Rollerblading).

**12. Liability**

12.1 The permittee agrees that there is no warrant, expressed or implied, on the part of the Board as to the suitability or condition of the school premises hereby leased and accepts the said premises at his own risk.

12.2 The permittee covenants and agrees to indemnify and save harmless, the Board from all manner of actions, causes of action, suits, debts, demands, loss, costs, claims and demands whatsoever arising either directly or indirectly as a result of this permit and to provide, on request, evidence of financial responsibility (i.e. carrying of appropriate liability insurance) that in the event of cancellation or revocation by the Board, he shall have no claim or right to damage, or expenses whatsoever arising out of said revocation or cancellation.

**13. 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.

**14. Alterations**

No alteration, installation or fastening shall be permitted in any building.

**15. Playing Fields**

The Board shall have the right at any time to cancel without notice, a permit to use any of the playing fields, if in the opinion of the School Board they are unfit for use due to inclement weather, or require repair or maintenance.

**16. Footwear**

Footwear used for street use shall not be worn on gymnasium floors. The use of gym shoes that mark floors shall be prohibited.

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**17. Furniture and Equipment**

- 17.1 School furniture may be rented to organizations for use on non-school property with written permission of a designated School Board employee.
- 17.2 Furniture and equipment may be supplied upon written approval of a designated school board employee. The request for such equipment shall be made at the time of booking and shall be indicated on the booking permit.
- 17.3 Stage or property fixtures which require bracing to walls or pinning to stage curtains may not be used.
- 17.4 No connection to electrical panels will be permitted. If such connections are necessary permission must be requested when booking the facilities. If approved, the work will be done by a designated Board employee.
- 17.5 The lighting switchboard and related equipment shall be operated by qualified persons, who have been approved by a designated Board employee.

**18. Temporary Storage and Loss of Property**

Temporary space for storage may be provided, with prior approval of a designated Board employee. The Board will not be responsible for any lost or stolen property while on school district property.

**19. Fire Regulations**

Persons using school facilities must comply with Provincial and Salt Spring Island Fire Protection District by-laws and regulations. Use of fire proofed props; not exceeding the maximum seating capacity, and keeping all exits clear.

**20. Smoking**

There will be no smoking in School District # 64 (Gulf Islands) buildings (Policy 930 - Clean Air).

**21. Cancellation**

In the event of cancellation by the user group, seven days' notice must be given.

**22. Time**

- 22.1 The use of the facility is limited to the time shown on the permit.
- 22.2 Facilities will ordinarily be deemed to be available for school use until 6:30 p.m. unless prior arrangements have been approved by the designated school district employee.
- 22.3 Buildings must be vacated by 10:30 p.m. unless special arrangements have been approved.
- 22.4 The use of schools during weekends and vacation periods shall be determined separately as to extent and duration for any given school.

**23. Board Supervision**

A Board employee must be on duty at all times when school buildings are in use after school hours.

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**24. Advertising**

No advertising in connection with any production or functions is to be displayed on or affixed to any part of school grounds or premises without prior approval.

**25. Licenses**

It is the responsibility of the applicant to obtain all necessary licenses before a permit will be issued.

**26. Copyright Royalties**

All persons using school facilities for social or non-educational events using paid professional musicians or stage performers shall hold the Board blameless in any action that may arise in the collection of copyright royalties through the Copyright Act of Canada.

**27. Band Practices and Performance**

The use of electronically amplified instruments will be allowed, but may be subject of sound level limitations.

**28. Rate Schedule for Community Use of School Facilities**

**Schedule Rate:**

The schedule of rental rates shall be reviewed prior to September of each school year.

(a) **Category Rate**

Rentals charged under each category shall be as per current fee schedule.

(b) **Excess Custodial Service Costs**

Charges as set out in the Schedule of Rates apply when custodians are on regular duty in the school. An additional charge will be made to all groups for custodial service at other times, at the actual cost of providing this service. This cost would be based upon overtime rates as stipulated in the contract with the district support group.

**29. User Costs**

As compensation for the use of a facility, a user shall pay the Board the sum of the rental rate,  
plus  
Excess custodial service costs, if any,  
plus

the cost to repair or replace any loss or damage to property owned by the Board where such loss or damage occurs due to the occupancy of the Board's premises.