

School District 50: Haida Gwaii/Queen Charlotte

Policy Subject: UTILIZATION OF PROPERTIES BY GENERAL PUBLIC

Date Passed: October 1999

Date Amended: January 2004

Policy: UTILIZATION OF PROPERTIES BY GENERAL PUBLIC

Policy No. 6000

Date Approved: November, 1999

Date Amended: January, 2004

PREAMBLE

Subject to the prior needs of the educational program of School District No. 50 it is desirable to make school district properties available to the communities served within the district. Commercial interests within the district or interests falling outside the school district operation may be granted use of such facilities, subject to procedure.

PROCEDURE

The responsibility for administering such regulations is vested in the Principal of the School or the Maintenance Supervisor.

1. It is the policy of this School District to grant permission for rental and use of properties for the use of school age children and by the general public. Granting of use is subject to other suitable and adequate facilities not being available within the community concerned.

2. Rental fees must be charged after assessment of use and according to rental fees set by management team and governed by regulations. Rental agreement forms will be completed.

Definitions

(a) COMMERCIAL (COMM) - Person or persons making a profit from goods or services supplied while using school district properties;

(b) NON-PROFIT ORGANIZATIONS (NPO) - Programmes that do not provide profit to sponsor or participants.

3. Use of properties covers premises and grounds as is and includes equipment that is specifically approved by the Principal of the school.

4. All rentals may be subject to direct supervision by school district personnel.

5. Permission shall not be granted for the consumption of alcoholic beverages.

6. Application for Use

Applications for Commercial shall be made on a standard school district form obtained through the school. The Principal or District Manager will process all applications. Copies of approved applications will be forwarded to the School Board Office.

7. Review of Application

In reviewing any application for use consideration will be given, first of all, to activities of direct education benefit; and secondly, any other use based on individual merit with non-profit and charitable use taking precedence over any profitable endeavour.

8. Smoking

There will be no smoking allowed in any school or non-residential building at any time.

9. Responsibility for Damage

The lessee will be held responsible for any damage, whether to persons or to property, including the exterior of all school buildings, grounds and fences. All

facilities must be left in clean and tidy condition.

10. Authorities

The Maintenance Supervisor and the Principal of the school have authority over the facility's use.

11. Hours of Access

Unless special authority is obtained, which will only be granted under very exceptional circumstances, all facilities must be vacated by 10:00 p.m.

12. Supervision

The lessee must provide sufficient supervision to maintain order, and prevent unauthorized persons from entering rooms and hallways not authorized on the permit for use. Activities must be confined to the area granted for use.

13. Classroom Rentals

Classroom rentals will be considered for meetings on the condition that nothing in the classroom is disturbed and with the approval of the teacher in charge of that classroom.

14. Access to Buildings

Arrangements for access to buildings and their security during the evening should be made with the Principal of the school. Security and access come under the direction of the custodial staff or are subject to other suitable arrangements being made with the Principal of the school or Maintenance Supervisor. The Board Office will handle summer rentals with the Maintenance Supervisor having jurisdiction over facilities use.

15. Condition of Premises

All premises are rented "as is" and the Board does not accept the responsibility for

theft, injury, loss or personal damage while the building is in use by the lessee.

16. Rental Fees and Equipment Use Charges

Schools will collect rental fees and will forward all fees collected to the School Board Office. 50% of fees will be used to maintain the facilities and the other 50% will be used to the benefit of the school through trust funds.

17. Use of Equipment

Only that equipment which has been approved for use by the Principal of the school or Maintenance Supervisor shall be used by the lessee.

18. Cancellation

The Maintenance Supervisor and the Principal of the School has the right to cancel use without incurring any obligation or liability.

19. RENTAL RATES

Please see attached PDF for Chart of Rental Rates

Rental fees directly associated with a school program will be credited to that program.

All classrooms will be rented out in consultation with the appropriate teacher(s).

All rates are exclusive of custodial fees incurred in conjunction with the rental.

Custodial fees to be charged out are as follows for weekends and holidays:

2 Hour minimum charge @ \$50.00 per hour at Queen Charlotte Secondary,
Sk'aadgaa Naay Elementary, Tahayghen Elementary, George M. Dawson Secondary
2 Hour minimum charge @ \$25.00 per hour at Agnes L. Mathers School and Port

Clements Elementary

Weekend User Groups of 20+ participants - it is recommended that custodians clean-up after use.

Principals will have the responsibility of giving out keys and codes and arranging for custodial clean-up

It is the responsibility of the Recreation Commission to contact the school Principal for the rental of school facilities by the Recreation Commission.

Non-Profit Groups who are not affiliated with QC Recreation Commission must provide their own liability insurance for sports related events (i.e., floor hockey, basketball, soccer, badminton, etc.).

20. Indemnification and Hold Harmless

The _____ (user group) shall indemnify and hold harmless School District No. 50 (Haida Gwaii/Queen Charlotte) (the "Owner"•) any of its officers, employees, servants, agents, and contractors from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the 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 School District.

21. Waiver of Subrogation

The _____ (user group) hereby agree to waive all rights of subrogation or recourse against the School District No. 50 (Haida Gwaii/Queen Charlotte) with respect to the use or occupation by the User Group of the premises described in the Agreement.

22. Liability Insurance for High Risk User Groups

The Following Applies to High Risk User Groups (i.e., Contact Sports Groups) Not Affiliated with QC Recreation Commission

The _____ (user group) shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances 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 (\$1,000,000.00) (or such other amount as the School District may choose) 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 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.

23. Certificates of Insurance Required for High Risk User Groups

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.

NOTE: These certificates should be issued by the insurer or insurance broker of the user group and must contain the following information:

- Name of the insurance company and the binder or policy number.
- Name and address of the Insured (user group).

Policy period (covering at least the period the agreement is in place).

Description of coverage.

Policy limits.

Description of insured operations and location(s).

Signature of authorized representative and date.

24. Queen Charlotte Secondary School Weight Room

QC Recreation Commission Responsibilities

Will conduct weight room orientation with new users

Will provide liability insurance coverage.

Will collect user fees.

School District No. 50 (Haida Gwaii/Queen Charlotte) Maintenance Department Responsibilities

Will issue keys and codes to users.

Will maintain weight room equipment.

Queen Charlotte Secondary School Responsibilities

Will provide supervision of students during school hours.

Public Hours of Operation

Monday to Friday 5:00 pm to 10:00 pm

Saturday & Sunday 8:00 am to 6:00 pm

Membership:

\$10 per month or \$100 per year

Revenue:

QC Recreation Commission - 20%

Replacement Fund - 20%

Queen Charlotte Secondary & Maintenance Department - will split remaining 60%

Please see attached PDF for Application for Rental/Use of School Facilities.