POLICY 1330

COMMUNITY USE OF OPERATIONAL SCHOOLS AND GROUNDS

The Board believes that school facilities are a primary resource to a community and play a major role in community education. Community organizations have long been active in providing educational, social and leisure services to residents. The partnerships created by extended use of school facilities provide a wide array of opportunities, services and facilities to the total community. Considerable prime time availability of these resources remains after all the needs of the educational program have been met and the Board recognizes the value of such in meeting the needs of the community.

Purpose

The purpose of this policy is to set standards for and facilitate the use of school facilities by the community during times when these facilities are not required for educational purposes.

Principles and Goals

Greater Victoria School District grounds and facilities are first and foremost a safe, equitable and inclusive learning environment for all students and staff. Facility use must align with the principles of equity, inclusion, and respect, ensuring that all participants feel safe and welcomed.

Public schools belong to and are an integral part of our community.

The primary use of school facilities is for the delivery of public education programs.

A secondary use, recognized and promoted by the Greater Victoria School District, is to meet community needs and wherever possible the District will attempt to accommodate and encourage community use of school facilities.

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In particular, the Greater Victoria School District (the Board) recognizes and supports the provision of non-profit childcare services wherever feasible on District property by way of lease or license.

Priority of Users

Where there is a need to determine a priority of use for District facilities and grounds, users will be accommodated in the following order:

1. School use
2. PAC's, District Unions and District Associations
3. Community and Joint-Use Agreements
4. Other non-profit community groups and agencies
5. Commercial enterprises, fundraisers and private sector companies

Fees

A schedule of fees for users will be established by regulation. In the case of a non-profit community or childcare groups using District facilities, fees, where applicable, will be established on the basis of recovering operating costs incurred by the District rather than generating surplus revenue.

Offsetting operating costs from community use of school facilities may be met through the charging of rental, lease or licensing fees or the exchange of resources. For example, the use of gyms, meeting rooms, classrooms, fields and courts, cafeteria, auditoriums, library equipment etc., could be exchanged for community facilities/services such as: use of arenas, pools, playgrounds, sports fields, maintenance of sports fields and human resources.

Conditions and Standards

The District will not rent space to groups or individuals that promote hatred, violence, discrimination or bias against any groups or individuals based on prohibited grounds of discrimination under the Human Rights Code.

And further direct the following stipulations be added to standard Rental Conditions:
The School District reserves the right to terminate any rental agreement:

- If the event, its organizers, or associated individuals engage in or promote activities that are found to be discriminatory, exclusionary, or harmful to marginalized groups.

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- If the user, their organization, or key affiliates are found to have engaged in conduct, publicly or privately, that promote, or support hate speech, discrimination, or violence against any group or individual whether within or outside the context of the rental.
- If misrepresentation of the event or violation of these principles is identified prior to or during the event, the School District reserves full discretion to cancel the agreement without refund and deny future rental requests.

Every use of school facilities shall be defined by written agreement.

The use of school premises/facilities shall not interfere with the normal operations of the school and pupil safety shall be the primary consideration when entering into a school use agreement.

All community utilization of facilities, equipment and grounds, other than for regular school programs, must be approved in advance through the process established by regulation. The process and agreement shall involve the District Rentals Department, the individual school principal concerned and the client.

Portable and/or purpose built facilities may be approved for childcare or other approved uses on school sites provided all costs associated with the installation and ongoing maintenance and operation of the facility are borne by the group, unless covered by another agreement. The project shall conform to local municipal zoning and building regulations, CRD regulations, and regulations/policies of other authorities having jurisdiction. All costs necessary to obtain approval shall be borne by the society or other lessee under the *Land Titles Act.* Any land leased for a period in excess of three (3) years for purpose built facilities may require property subdivision and, as such, these requests will be considered on a case-by-case basis.

In the case of portables or purpose built facilities these facilities must not compromise field use, nor restrict opportunities for the Board to place on site other portables or facilities required for District programs or other approved uses.

Because of cost considerations to the District childcare services operating in surplus vacant space within the school will do so only during the September to June school year unless the District and the service provider are able to agree otherwise. Access to schools during the winter, spring and summer breaks will be dependent upon the availability of space and staff.

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Joint Use Agreement

The District may enter into sharing agreements with municipalities and educational institutions covering the maintenance, operations and/or scheduling of school facilities. These agreements are premised on the value of community participation to enhance the K- 12 education experience.

Risk Management

A District employee must be on site when a school or school facility is being used by the public. A School Principal/Administrator/Teacher or Facilities staff member may represent the District.

Greater Victoria School District

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