

REGULATION 1330

COMMUNITY USE OF SCHOOLS AND GROUNDS

USE OF SCHOOL FACILITIES:

1. Persons or organizations renting/leasing or using school facilities must comply with all Municipal Fire Regulations and By-Laws, fire proof props, seating capacity and exit and fire lane clearance, and parking bylaws. Smoking is not permitted in or on any School District property.
2. All vandalism must be reported to the Duty Custodian or to the police immediately.
3. Persons or organizations renting/leasing school facilities shall agree to hold the Board blameless from any and all liability resulting from bodily injury or damage to personal property by signing a Waiver of Liability in the form of a Rental Agreement. A tenant must agree to maintain at its own expense public liability insurance in such amount and upon such terms and in such companies as may be reasonably satisfactory to the Greater Victoria School Board, insuring against claims for personal injury, death, or property damage occurring upon, in or about the rented/leased premises. Tenants must provide the Greater Victoria School Board with a copy of any and all insurance policies upon request.
4. Subletting of facilities is not permitted except where expressly permitted by the District.
5. No alcoholic beverages shall be brought to or consumed in or on school buildings/grounds, without the prior approval of the Superintendent of

Schools or delegate. Requests for such approval must be in writing and provide the following assurances:

- a) That the group submitting the request shall restrict attendance to the proposed function in accordance with a temporary liquor license permit.
- b) The Superintendent or delegate must be satisfied that there has been adequate planning for control of the function.

Any group failing to comply with the foregoing requirements, or being deemed guilty of any misuse of Board permission, shall be refused further use of school buildings/grounds in the Greater Victoria School District.

6. All groups using school facilities or playing fields shall provide adequate adult supervision to be responsible for the admission, actions and behaviour of all participants and/or spectators. It is the responsibility of the supervisor(s) to confine participants and spectators to the area indicated on the permit. The Board reserves the right to evaluate supervision. The supervisor must:

- a) Make themselves known to the custodian on duty in the building.
- b) Enforce all Board regulations concerning the use of school facilities and playfields.
- c) Supervise entrance and adjacent area to prevent unauthorized persons from entering the building.
- d) Limit activities and participants to the area assigned to the group.
- e) Ensure that specified days and times are adhered to as stated on the Rental Agreement permit.

7. The Board will require the attendance of a school custodian to assist any group in carrying out the above conditions when renting/leasing school buildings. The cost of the custodian's time will be added to the rental charge, if outside the normal custodial hours. Custodial staff may or may not be on duty during a rental of school fields.

8. The Board reserves the right to establish minimum and/or maximum occupancy for the facilities being rented/leased.

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9. Persons attending any function in a school must obey all reasonable directions of the School Board employee in charge of the school building. Profane or insulting language shall not be permitted.
10. School equipment (except nets) will not be included in gymnasium rentals except where expressly permitted by the District. School audiovisual equipment is available only in exceptional circumstances and only with the approval of School Administration. Such approval may be subject to additional costs for operation and wear and tear. Storage of tenant's equipment will not be provided unless arrangements, at separate cost, are made with District Administration.
11. Persons or organizations renting school facilities are to ensure all requirements such as bleachers, chairs, etc. are specified when requesting a permit. The School Board employee in attendance is not authorized to add to the permit details. Charges for such requirements shall be in accordance with Regulation 1330.
12. The time allotment indicated on the permit will include setting up time, changing, showering, and taking down/dismantling time. Exterior doors will be locked, and will remain locked, approximately fifteen minutes after the start time specified on the permit.
13. The Board reserves the right to cancel or revoke any permit at any time with or without cause and no claim may be made against the Board for damages or reimbursement on account of any loss, damage or expense except for rental fees already paid. In the case of a labour dispute, strike, or lockout resulting in the closure of schools, all rentals will be suspended.
14. The Board is not responsible for any property left or lost on school premises.
15. Persons or organizations renting/leasing school facilities for social, non-educational events using paid professional musicians or stage performances shall hold the Board blameless in any action that may arise in connection with the collection of copyright royalties through the *Copyright Act of Canada*.
16. The holding of games of chance, including lotteries, raffles or bingos on School Board premises is permissible, subject to the applicable persons or organization obtaining the appropriate permits.

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17. Amplified band practices and performances will be allowed only with authorization from both the Principal of the school concerned and the Rentals Department and are subject to sound level limitations. The Board reserves the right to prohibit the use of loudspeakers for outside events.
18. No connection to electrical panels will be permitted without prior authorization from the School District Maintenance Supervisor. The permit holder will incur all costs. All requests for electrical connections must be made at the time of the permit request for use of facilities. No alterations, installations or fastening shall be permitted on any building. Any damages will be assessed to the client, repaired to District standards at District labour rates and billed to the client.
19. The School Board reserves the right to restrict the use of any school facility or field due to weather conditions or required maintenance agreements.
20. Vehicles are NOT allowed on playfields at any time.
21. School District Maintenance staff are responsible for the initial lining of all school fields.
22. Any District employee who makes application to use District facilities for private purposes must follow normal procedures for access to facilities and shall be subject to normal rental rates. No employee may volunteer services for an individual or organization using the facilities where it would contravene any part of these regulations.
23. Telephone service will not be made available to parties using facilities, except where a pay phone is already provided.
24. When an event necessitates overtime duty by a School District employee, the rate charged will be in accordance with the salary schedule in effect at that time. No direct payment to School District personnel is to be made by the persons or organization renting/leasing the facilities.
25. No advertising for commercial purposes may be done through the school nor can advertising be attached to the outside of the school unless expressly approved by the Principal. All proceeds resulting from such advertising must go directly to a School Fund.

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USE OF PLAYING FIELDS:

School playing fields are open for use by the community at times other than those required by Schools or the District or joint use and community use agreement holders. Priority will be given to organized groups and the Board has the right to restrict the type of game or activity.

Applications for the use of school playing fields, together with schedules, from groups organized to play soccer, grass hockey, rugby, softball, hardball, ultimate, etc., should be made to the Supervisor of Operations/Rentals Department, Greater Victoria School Board.

While the Board does not support exclusive use and rights to a field, it will entertain individual business cases submitted through the respective Principal by sports organizations with Facilities Department input.

The playing of hardball, golf and lacrosse is restricted to designated areas. Because of the potential danger to children and adults, and the possible damage to school buildings, golf shall not be permitted on any school playing fields.

Use of playing fields or parking lots as campsites for overnight accommodation shall not be permitted.

When field conditions are inferior, the Supervisor of Maintenance or the Supervisor of Operations, on behalf of the Board, shall reserve the right to cancel all activities by closure of any or all fields. Only prepaid rental charges will be reimbursed.

Unless prior arrangements have been made, users are not permitted inside the school buildings for any purpose. Field users are strictly prohibited from urinating or defecating on school grounds. Rental permits will be revoked immediately. Field users are welcome to have on-site portable toilets from commercial providers and maintained at their own expense. The School District will be required to approve the location of such portable toilets.

PROCEDURE FOR BOOKINGS AND RENTAL RATES AND/OR USER FEES:

All user groups require a permit from the School District. All bookings shall be made through the Rental Office at the School Board Administration Offices, 556 Boleskine Road, Victoria, in accordance with the following procedures:

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1. School facilities shall be available to responsible organized groups after 6:00 p.m. on regular school days.
2. School principals shall indicate to the Supervisor of Operations by June 30 of each year the nights the school or field is to be reserved for K-12 school educational activities during the following school year, with a maximum of three nights per week. Requests for more than three nights per week will be considered in consultation with the Superintendent of Schools, or their delegate, provided that justification for the extra time is submitted with the requests in writing, and is based on educational need. After May 15 and June 30, respectively, this priority shall be nullified.
3. Joint Use and Community Use Agreement holders shall have first claim on all facilities not reserved for K-12 school use in accordance with paragraphs 1 and 2 above, and subject to existing contracts with other community groups. Once they have liberated their historical need, it will revert to Joint Use for first right of refusal.
4. Prior to June 30th of each year, Joint Use and Community Use Agreement holders shall advise the Supervisor of Operations of the facilities required to offer their Community Service program for the following school year.
5. Schools shall be available for use by physical education groups, other municipal recreation groups or other community groups, only after the needs of the school district, including the day schools and the Joint Use and Community Use Agreement holders, have been satisfied in accordance with paragraphs 1, 2, 3 and 4 above.
6. After June 30, if the day school requires the use of facilities on an evening which has not been reserved under paragraphs 1 and 2, an application for accommodation must be made by the principal who shall not have priority over other users with a confirmed booking.
7. After June 30, if Joint Use and Community Use Agreement holders require the use of school facilities that have not been reserved under paragraphs 3 and 4 above, an application for accommodation must be made without having priority over other users who have confirmed a booking date.
8. Prior to June 30, the Greater Victoria Secondary School Sports Association should consult with the Supervisor of Operations to establish dates and facilities needed for activities for the following school year. However, if no

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agreement can be reached, preference shall be given to the day schools or the Joint Use and Community Use Agreement holders as in paragraphs 1 and 3.

9. After July 31 of each year, school facilities may be booked for use by community organizations and responsible private groups upon written application to the Supervisor of Operations. A permit and statement of cost (if applicable) will be issued with specific requirements therein (chairs, bleachers, etc.) for the time(s) and date(s) shown on the permit.
10. When a party having priority does not book the facilities, such facilities shall revert to the control of the School Board and be available to other users. At least two weeks in advance of the District making the facility available to other users, the District must notify the party having first claim that the booking will be cancelled. If such facilities are subsequently required by the original holder of the booking, they must be re-booked without priority.
11. When a booking has been confirmed for the use of school facilities, it becomes a commitment. However, contrary to paragraph 5, and on very special occasions only, a School Principal may apply to the Supervisor of Operations for cancellation of a scheduled activity, provided written application is made at least two weeks in advance of the confirmed booking. If the Principal's request for cancellation is approved by the Supervisor of Operations, then the regularly-scheduled activity may be cancelled in favour of the school activity. Such cancellations shall not apply to major scheduled events. All communication with rental groups regarding cancellations shall be through the Supervisor of Operations.

RENTAL RATES AND/OR USER FEES:

Notwithstanding clauses contained in a Joint Use Agreement, the District will charge a \$10.00 per permit fee to cover administration, overhead and costs associated with collective agreements, for all individual bookings, except those bookings for schools or district departments.

Group A - School Related Activities

There will be no rental charge for the following school related activities, provided that the activity adheres to the time stated on the permit, except as noted below

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in Section 3.0 Theatres. When necessary, the Board will invoice on a cost recovery basis for services such as Custodial, Cartage or Maintenance.

1. Schools

- a. All co-curricular and extra-curricular use of school space.
- b. Special community cultural or fundraising events co-sponsored by the student council and community organizations.

2. Parent Advisory Committee (PAC)

All PAC meetings and other activities including fairs, bazaars, etc.

3. Greater Victoria Teachers' Association (GVTA)

Regular meetings

4. Canadian Union of Public Employees (CUPE)

Regular meetings

5. Education

All workshops, meetings and in-service training.

Group B

1. General Use

The following rental rates will be in effect for large concerts, meetings, fairs, bazaars, choirs, plays, etc. sponsored by service clubs or charitable organizations and professional, political and religious groups.

ELEMENTARY GYMNASIUM OR AUDITORIUM

(Minimum Charge 4 hours)

Weekdays: \$60.00 per hour x 4 hr. minimum = **\$240.00**, plus \$60 each additional hr

Weekends: \$95.00 per hour x 4 hr. minimum = **\$380.00**, plus \$95 each additional hr

Note: After midnight or weekends subject to additional labour costs

MIDDLE/SECONDARY GYMNASIUM OR AUDITORIUM

(Minimum Charge 4 hours)

Weekdays: \$95.00 per hour x 4 hr. minimum = **\$380.00**, plus \$95 each additional hr

Weekends: \$100.00 per hour x 4 hr. minimum = **\$400.00**, plus \$100 each additional hr

Note: After midnight or weekend hours are subject to additional labour costs
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2. School Reunions

School reunion organizations shall not be charged rental fees for the facilities used, except as noted below in Section 3.0 Theatres. They shall, however, be required to pay for all labour charges connected with their use of school facilities and for any equipment rental and delivery costs they incur.

**3. Commercial Use - Trade Shows, Promotions, Travel Packages, etc.
(Minimum Charge 4 hours)**

Weekdays: \$ 95.00 per hour x 4 hr. minimum = **\$380.00**, plus \$95 each additional hr
Weekends: \$115.00 per hour x 4 hr. minimum = **\$460.00**, plus \$119 each additional hr

Note: Hours after midnight on weekends subject to additional labour costs

4. Organized Athletic Youth Groups (ages 18 and under)

ELEMENTARY GYMNASIUMS (with or without showers) = **\$15.00** per hour nominal rental (*plus labour costs*)

MIDDLE/SECONDARY GYMNASIUMS (with or without showers) = \$30.00 per hour nominal rental (*plus labour costs*)

5. Organized Athletic Adult Groups, Recreation Commissions and Community Associations

ELEMENTARY GYMNASIUMS

Monday to Friday = **\$25.00** per hour nominal rental (*covers labour costs*)

MIDDLE/SECONDARY GYMNASIUMS

Monday to Friday = \$45.00 per hour nominal rental (*covers labour costs*)

Saturday, Sunday and Statutory Holidays = **\$25.00** per hour nominal rental (*plus labour costs*)

MIDDLE/SECONDARY GYMNASIUMS (with shower facilities)

Monday to Friday = **\$45.00** per hour nominal rental (*covers labour costs*)

Saturday, Sunday and Statutory Holidays = **\$45.00** per hour nominal rental (*plus labour costs*)

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6. Scouts, Cubs, Guides, Brownies and like groups

ELEMENTARY GYMNASIUMS

Monday to Friday = **\$15.00** per session nominal rental (*covers labour costs*)

7. Small Groups or Meetings (maximum 35 persons)

CLASSROOM OR EQUIVALENT

Monday to Friday = **\$15.00** per hour nominal rental (*covers labour costs*)

Saturday, Sunday and Statutory Holidays = **\$15.00** per hour nominal rental (*plus labour costs*)

SCHOOL LIBRARIES = \$20.00 per hour

FINE ARTS STUDIOS = \$25.00 per hour

8. Additional Rental Charges:

LUNCHROOM FACILITIES = \$25.00 per hour; **\$100.00** per 4 hr. session

Except as indicated below, requests for use of kitchen facilities must be made at the time of the rental application.

Use of cutlery, dishes, fryers, freezers, grills and other equipment is prohibited. Use of refrigerators and stoves will be granted only with the permission of School Administration.

CHAIRS (metal stacking) = **\$.80** each per booking (*plus delivery if required and if available*)

TABLES (folding) = **\$8.00** each per booking (*plus delivery if required*)

9. Sleep-ins:

ELEMENTARY SCHOOLS = \$75.00 per night (*plus labour costs*)
 SECONDARY SCHOOLS = \$150.00 per night (*plus labour costs*)

Group C - Theatres **Under Review**

Theatres cost more to operate than other facilities and therefore specific rental rates are determined for each theatre. Rates are based on the size of the theatre and are different for each site.

1. General Use (including Commercial, Non-Profit, School Reunions):

	<i>REYNOLDS/</i>			
	<u>ESQUIMALT SPECTRUM OAK BAY</u>			<u>VIC HIGH</u>
STANDARD RENTAL				
4 hour minimum	\$300.00	\$300.00	\$500.00	\$500.00
Additional Hourly Rate	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00

MEETINGS/ASSEMBLIES

Hourly Rate	\$ 75.00	\$ 75.00	\$ 125.00	\$125.00
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RENTALS DEPARTMENT - Booking Fee

Per Rental	\$ 21.00	\$ 21.00	\$21.00	\$21.00
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CUSTODIAL/SECURITY SERVICES

Hourly Rate	\$ 25.00	\$ 25.00	\$25.00	\$25.00
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Please note: Incremental labour required only if Operations schedule does not have services already in place for the booking. Could be at \$25.00 straight time or \$50.00 overtime.

SURCHARGES

Technicians & Ushers must be arranged separately.

2. Joint Use Partners

Joint Use Agreement rates for the use of theatres by municipalities are determined by the individual agreements with each municipality.

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3. District Schools or Central Departments

Rental rates have been established for use of theatres by district schools and central departments in order to cover the cost of equipment replacement and additional direct costs incurred as a result of the rental.

	<i>REYNOLDS/</i>			
	<u>ESQUIMALT</u>	<u>SPECTRUM</u>	<u>OAK BAY</u>	<u>VIC HIGH</u>
STANDARD RENTAL				
Hourly Rate	\$10.00	\$10.00	\$10.00	\$10.00
MEETINGS/ASSEMBLIES				
Hourly Rate	\$10.00	\$10.00	\$10.00	\$10.00
CUSTODIAL/SECURITY SERVICES				
Hourly Rate	\$ 25.00	\$ 25.00	\$25.00	\$25.00

Please note: Incremental labour required only if Operations schedule does not have services already in place for the booking. Could be at \$25.00 straight time or \$50.00 overtime.

SURCHARGES

Technicians & Ushers must be arranged through Rentals, and have an additional cost.

Group D - Field Rentals

General public and community groups: **\$25.00** per hour
 Children’s groups (under 18 years): **\$ 5.00** per hour, effective April 2001

Group E - Facility Leases/Licenses Cost Recovery

1. Surplus Vacant Classroom Space within an Operating School

- Current cost - \$340 per month based on a 10-month school year
- Full cost recovery - \$576 per month based on a 10-month school year
- Based on All-Day Use – Before and After School Care to be reduced based on usage.
- Fee increase structure for existing operations:

September 2003 \$373

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September 2004	\$406
September 2005	\$472
September 2006	\$506
September 2007	\$540
September 2008	\$576

2. Purpose Built or designated facility (e.g. View Royal Out of School Care)

- Full cost recovery to be based on actual operating cost per sq ft. per year
- Operator to submit on a monthly basis as per lease
- Current operating cost has been calculated at \$6.05 per square ft.
- Increase for existing operators to be pro-rated over the next five (5) years, beginning September 1, 2003.

3. Approved temporary facility located on District property (e.g. Portable)

- Current cost - \$680 per month for all portables
- Full cost recovery per month for a portable of 1000 sq.ft. - \$690
- Full cost recovery per month for a portable of 960 sq.ft - \$668
- Proposed fee increase structure for existing

4. Commercial/Private Ownership

Business rates will be set by District Administration in accordance with current market value.

5. School District Land Lease / License Rates

Should School District land become available for lease/license the rate applied will be the greater of either (a) or (b) described below:

- (a) \$500 per month plus any requirement for additional parking, dedicated fenced area, other access, etc. will be subject to further negotiation.
- (b) Leasing Land Costs – Determination of Rate (District Estimating Framework)
 - (i) The market value is the monthly rent to be determined by a percentage of the appraised value of the land to be leased. For example if the land is appraised at \$200,000 then the annual market lease rate will be a percentage (determined by the Secretary Treasurer) of that amount divided by twelve.

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- (ii) The Secretary-Treasurer shall ensure the percentage return shall balance the revenue needs of the school district, the function the land will be used for, and the community interest.

6. Easements/Rights-of-Way

- (a) When dealing with a municipality or other government department, existing Statutes/ Acts and practice will be used.
- (b) When dealing with all other parties, the square footage of the land desired will be appraised, using current market value and discounted. The size of the discount will be on the authority of the Secretary Treasurer, based on criteria such as how it affects the property in perpetuity and possible benefits to the District.

GENERAL:

1. Cancellations

- a) Principals may not request the cancellation of any permit issued for large activities after the dates have been approved and the permit issued.
- b) Practices and training sessions in schools may, however, be cancelled. The principal must send a request in writing to the Supervisor of Operations at least two weeks in advance of the date of the booking to be cancelled.
- c) It is the responsibility of the school to notify the rentals office when facilities are no longer required. Such facilities shall revert to the control of the school board for availability to other users.

2. Payments

Rental charges are payable in advance.

3. Refunds

Refunds will be made in the event of cancellation due to school requirements or when the permit holder gives 72 hours notice. Adjustments will be made at the end of the inclusive period.

4. Summer Rentals

- It is recognized that the District's Facilities Department requires access to all school district facilities during non-school periods in order to ensure the availability of schools when sessions resume.
- Rentals shall be permitted during July and August subject to availability of staff and subject to all construction/maintenance schedules.
- Any approved summer rental use is subject to additional labour costs.

5. Should other school facilities be available, those facilities may be rented at the established rates.

Note: A reduction of this rate will only occur on the authority of the Secretary Treasurer or their designate.

Greater Victoria School District

Approved: June 2003 (replacing 1330.01, 1330.02, 1330.03, 1332.4)
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