



# SWAMPSCOTT PUBLIC SCHOOLS

## Application for Use of School Property

This application must be filed with the Superintendent of Schools at least 14 days prior to the intended use. When approved a copy will be returned to the applicant authorizing the use of school property for the stated purpose and time.

School: \_\_\_\_\_ Rm \_\_\_\_\_

Date(s) \_\_\_\_\_ Time: \_\_\_\_\_

Organization: \_\_\_\_\_ Purpose \_\_\_\_\_ Meeting \_\_\_\_\_

Refreshments to be served ( ) Yes ( ) No

Rental fees: \$ \_\_\_\_\_

### Custodial Services

Set-up, Equipment & Custodial Services Required

\_\_\_\_\_  
\_\_\_\_\_

Custodial Fee Incurred \_\_\_\_\_

### Technology and Equipment

Set-up, Equipment & Technological Support Services Required

\_\_\_\_\_  
\_\_\_\_\_

Technology Fee Incurred \_\_\_\_\_

Fee is based on a sliding hourly scale depending on the level of technology needed as determined by the application review of the technology specialist.

Applicants Statement: I have read the School Committee policy and Chapter 536 – An Act Prohibiting the Practice of Hazing and will be present to assure that both the letter and the spirit are enforced. I also understand that I am responsible for additional custodial costs if the area is not cleaned and returned to original condition.

The school administration may, at their discretion, require Police Officer coverage at the cost of the renter. Any event expecting greater than 250 attendees will require a Police detail. Police coverage will be charged at the current SPD rate with a minimum 4-hour detail per officer.

\*ADA Accessibility Guidelines (ADAAG) are followed at all times. All entry ways, elevators, handicapped parking, and areas of access must be accessible to all the members of the public, including individuals who use wheelchairs. An accessible path of travel must be available to and from all events conducted on ADA compliant school property.

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Gyms & All Purpose Rooms: \_\_\_\_\_  
Director of Health, Physical Education & Athletics

Principal's Statement: I recommend the foregoing provisions and use of school building. I am satisfied that a competent adult is in charge and that a responsible School Department representative will be present.

APPROVAL: \_\_\_\_\_  
Updated: 20-Mar-2015 Principal Date  
Superintendent's Office Date

The Swampscott Public Schools does not discriminate against students, parents, employees or the general public. No person shall be excluded from or discriminated against in admission to the Swampscott Public Schools, or in obtaining the advantages, privileges and courses of study of the Swampscott Public Schools on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. Additionally, the Swampscott Public Schools does not tolerate harassment based upon race, color, religion, national origin, sex, gender identity, or sexual orientation.

**SWAMPSCOTT PUBLIC SCHOOLS  
Office of the Superintendent of Schools**

**POLICIES AND PROCEDURES FOR THE RENTAL AND USE  
OF SCHOOL BUILDINGS**

**Introductory Statement:**

As part of opening our new high school facility, the Swampscott Public Schools is considering the development of new policies and procedures to support the increased demand for the use of our new facility. As a result of the increased demand, the Swampscott Public Schools seeks to create a system-wide policy / procedure for the usage of all of our facilities in order to maintain a comprehensive set of policies and procedures.

**Background:**

The intent of this report is to provide the Swampscott School Committee the ability to review and update its policies and procedures for the rental of its facilities to include an update of rental fees. The Swampscott School Committee last reviewed the policies and procedures for facility use in 1997 and updated the rates for said facility usage in 2004.

**Facilities Implications:**

The suggested changes outlined in this report will affect all facilities owned and operated by the Swampscott Public Schools in conjunction with the Town of Swampscott.

**Budget Implications:**

Budget implications for this report will affect the maintenance line item of the SPS budget. Revenue generated from the rental of school facilities will be deposited into the "hall rental account" and will follow effective accounting practices in-line with those administered under Massachusetts General Law and the Town Charter.

**Public Support and Engagement Implications:**

This report was developed by a committee of representatives from the Swampscott Public Schools and other town agencies which included a review of the policies and procedures of other like school communities. Community engagement for this report will be conducted in the forum of Swampscott School Committee meetings as an agenda item under new business.

**Recommended Building Usage Fees:**

This report recommends the following fee structure:

**ELEMENTARY SCHOOLS:**

Gym	\$88/hr.
Library	\$88/hr.
Classroom	\$55/hr.

**MIDDLE SCHOOL:**

Gym	\$100/hr.
Cafeteria	\$120/hr. (w/kitchen additional \$85/hr.*)
	*plus overtime charge for kitchen employee
Library	\$100/hr.
Little Theater	\$225/hr.
Classroom	\$65/hr.

**HIGH SCHOOL:** (Not available for rental until 9/15/07)

Gym\*

Full Field House \$250/hr. (no locker room usage)

- Full field house includes full parquet floor.

½ Field House \$125/hr. (no locker room usage)

- This comprises both (two) ends of the field house.

¼ Field House \$75/hr. (no locker room usage)

- One end only.

*\* We reserve the right to refuse usage of parquet floor depending on its requested use. i.e., indoor baseball is prohibited.*

Cafeteria \$150/hr. (w/kitchen additional \$100/hr\*)

\*plus overtime charge for kitchen employee

Classroom \$80/hr.

Large Group Instruction \$100/hr.

Library \$150/hr

Auditorium \$2000 package – includes 4 hrs. of performance

Plus 4 hrs. rehearsal time.

\$1500 – 4 hr. rental – performance only

**TECHNOLOGY AND EQUIPMENT**

Fees based on sliding scale of \$20-\$75/hr. depending on the level of technology needed as determined by the application review of the technology specialist.

Soundboard – Must be performed by a designee of the Swampscott Public Schools; is subject to the approval of the Swampscott Public Schools.

**FEE SCALE DETERMINATION:**

GROUP A. No facility charge/no custodial charge when building is open (hours of facility operations). When facility is closed there is a custodial charge.

- Applies to:
- Swampscott Public Schools
  - Town Government Departments (\*)
  - P.T.A., P.T.O., P.T.F.
  - SEA and other school labor unions
  - Swampscott Educational Foundation (all monies must be for the sole purpose of furthering enrichment, education, equipment, professional development, and/or mission of the Swampscott Public Schools.)
  - Swampscott Athletic Boosters #
  - Swampscott Scout Organizations (Daisy, Brownie, Cub/Girl/Boy/Eagle, Campfire)

GROUP B. ¼ facility charge/no custodial charge when building is open (hours of facility operations). When facility is closed there is a custodial charge.

Applies to: a. Swampscott Rotary, civic organizations, Swampscott youth leagues

GROUP C. ½ facility charge/no custodial charge when building is open (hours of facility operations). When facility is closed there is a custodial charge.

Applies to: All local town-based non-profit (501c3) and/or other non-profit organizations (non-town youth / adult athletic leagues, arts organizations).

GROUP D. Full facility charge and full custodial charge at all times.

Applies to: a. Outside agencies using facility for profit/fundraising.  
b. All other groups/agencies not mentioned above.

\*The Town and the Schools maintain an agreement regarding the use and maintenance of town fields and school facilities. As a result, both the town and the schools are held harmless regarding fees for the reciprocal use of fields and school facilities. Town Departments include Recreation programs and activities.

# Booster Club (athletic and others) activities that charge tuition but pay a coach/advisor a stipend to run such activity from the tuition collected will be charged a building rental fee at Group B rates, provided that the remaining monies from said activities is placed directly back into a Booster Club Fund.

Booster Club (athletic and others) activities that charge tuition but coaches/advisors serve as unpaid volunteers and *all* money from such activities is placed back into the Booster Club fund, will be considered as Group A.

#### **BULK USE RATE DISCOUNT**

The discount impacts Group B and Group C only. When facility is used between 50-99 hours, (in one school calendar year) the charge will be reduced by 10 hours. When facility is used for 100 hours or more (in one school calendar year), the charge will be reduced by 20 hours.

**NOTE: DURING TIMES WHEN FACILITY IS CLOSED (OUTSIDE OF OPERATING HOURS), REGARDLESS OF STATUS/ORGANIZATION, CUSTODIAN FEE MUST BE PAID.**

**Custodial Fees:** - These rates are set by the Business Office based on the most current contractual agreement and are subject to change.

Hourly Rate: according to rate of custodian on duty

Overtime Rate: according to rate of custodian on duty

Double Time Rate: according to rate of custodian on duty

**School Year Operational Hours:**

Elementary	6:00 a.m. – 9:00 p.m.
Middle	6:00 a.m. – 10:00 p.m.
High	6:00 a.m. – 10:00 p.m.

In order to provide for effective clean up and maintenance (and to avoid overtime custodial charges for the renting party), groups must leave the building by:

Elementary	8:00 p.m.
Middle	9:00 p.m.
High	9:00 p.m.

**Application Procedure and Internal Protocol**

*Applications must be received in the Business Office fourteen (14) days prior to the event. Applications and all questions regarding facility use should be sent to Swampscott Public Schools, Business Office, Attention: Building Use Request, 207 Forest Ave., Swampscott, MA 01907. Phone: 781-596-8802 ext. 372 or 374.*

1. Obtain Building Use Application, from the Business Office or the school site.
2. Submit application to the Business Office.
3. Application date must be checked/confirmed and noted on the school master calendar by Business Office staff prior to approval.
4. Appropriate school administrator must sign off; final sign off will be by Business Office.
5. Building Facility/Plant Manager must be informed of scheduled events and notified of any required equipment.
6. **School Activities take priority at all times.** Preference for facilities, in the event of a scheduling conflict will be given in the following order:
  - a. Swampscott Public Schools
  - b. Town agencies or groups serving the town government that serve the Town of Swampscott specifically.
  - c. Community-based groups or organizations serving Swampscott students and/or adults.
  - d. Swampscott residents/individuals.
  - e. Organizations or groups outside of Swampscott.
7. Applications will be accepted and acted upon in the order in which they are received. All applications will be reviewed and applicants will be notified no later than seven (7) days prior to the event including the dates/times for which they have been approved.

8. Copies of the required insurance binder and, if applicable, evidence of Swampscott non-profit (501c3) status must be included with the application.
9. The renter must not publicize the event prior to notification of approval.
10. For events that take place more than once in a year a separate application must be submitted for each event.
11. Swampscott Public Schools reserves the right to cancel a scheduled event. When possible, SPS will provide at least three days notice.
12. In the event a renter does not follow the established procedures, a written warning will be issued. If they continue to disregard procedures, approval for use of school facilities will be revoked indefinitely.
13. School facilities will not be available for use during the following time periods:
  - a. First two weeks of the academic year.
  - b. Two weeks prior to graduation.
  - c. The last two days of the academic year.
  - d. School cancellations.
 (SPS reserves the right to make exceptions to this rule.)

### **On-Site Contact**

*The renter must designate an onsite contact person who will be available to manage any problems or situations that arise. The contact person should not be a coach or active participant in the activity and must remain on site for the duration of the event. The custodial / maintenance person will be the District's contact person.*

1. The rental contact person must check in with the District contact person upon arrival.
2. The rental and district contact persons, together, will review the facility that will be used and ensure that it is in ready condition for the event. The District contact person will indicate what other facilities may or may not be used (hallways, bathrooms, exterior doors, etc.)
3. In the event that the rental contact person does not appropriately address any problem or issue during an event, the District contact person will end the event and require all attendees and guests to vacate.
4. At the conclusion of the event, the rental contact person will meet with the District contact person to inspect the facilities to ensure that it is returned in substantially the same condition as it was when the group arrived. They will also review any problems or issues that may have occurred.
5. A checklist/exit form will be completed and signed by the rental contact person and submitted to the District contact person.

### **Rates and Insurance:**

1. The School Committee will establish the facility rental rates.
2. In addition to the rental rates, set-up and breakdown charges will be assessed for each use of the facilities based on the needs of the group. Additional clean-up fees will be charged if the space is not left in the same condition as upon arrival.
3. The facility will not be reserved until the Business Office has received full payment of the fees. Payment must be by check, payable to *Swampscott Public Schools*.
4. Full liability for any damages to District property or injuries to persons, whether in District buildings or on the grounds, shall be assumed by the renter. Employees of the District, or its representatives, shall be held free from any and all liabilities which might result from the

renter's use of the buildings and/or grounds. The renter agrees to take the utmost care in the use of school property and to make good on any damage or loss to District property. In the event the renter requires excessive clean-up, set-up or breakdown, additional fees may be assessed.

5. For all non-school sponsored events, a minimum \$1,000,000 insurance binder naming Swampscott Public Schools as an additional insured must be submitted to the District prior to final approval.
6. Senior Citizens (age 65 and above) from the Town of Swampscott, regardless of event, will receive a 50% reduction in ticket price if tickets are purchased and required for admission into events.

### **Facility Use Regulations:**

1. The school administration may, at their discretion, require Police Officer coverage at the cost of the renter. Any event expecting greater than 250 attendees will require a Police detail. Police coverage will be charged at the current SPD rate with a minimum 4-hour detail per officer.
2. Members of the SPS administration, or their representatives, must be permitted to attend the event and be present on District property at any time during the event.
3. The renter is granted access to, and use of, only the areas and date/times specified on the application. Additional space may not be used, including hallways or public areas.
4. Failure to vacate the premises by the appointed time or unauthorized use of other areas may result in additional fees. If the renter refuses to leave when requested by District staff, the SPD may be called.
5. Decorations, posters and other items may not be affixed to any part of the building. Exceptions to this policy must be requested at the time of the application.
6. No storage facilities are available. All equipment must be delivered after school hours on the day of use and removed not later than after school hours on the following day. The District is not responsible for any property left on the premises.
7. The use of school supplies, apparatus, or equipment is not included in the use of the facility (see rates) but can be requested for rental as part of the application.
8. The building and grounds must be left in substantially the same condition as before their use. Any damage must be reported to the onsite District contact person.
9. District staff will be responsible for supervision of lights, curtains, computer technology, and/or other equipment. Only authorized personnel from the SPS shall use equipment that requires special knowledge or skill. The renter will be responsible for any additional required personnel costs.
10. In the case of school cancellation, early dismissal, or unplanned/emergency early dismissal, the facilities will not be available for use and an alternate date will be used.
11. The renter contact person must check out with the District contact person at the end of the event (or each day for multiple day events) to review any problems/issues that may have occurred and to verify the space is returned to its original condition. Failure to check out as described herein will result in the loss of the right to dispute or appeal District decisions regarding additional cleaning fees or other fees charged related to damages or facilities use.
12. The school administration expressly reserves the right to revoke for any good and sufficient reason permission for use previously granted and shall not be responsible either directly or indirectly for any, or all, loss or expenditures incurred by the applicant/renter.
13. No subletting or splitting rental space between two parties/activities in the same area is permitted. Extenuating circumstances may be considered by the school administration.
14. At no time are pyrotechnics approved for use on school property.

15. The School Committee reserves the right to negotiate long-term contractual arrangements with 501c(3) performing arts organizations for use of the Swampscott High School auditorium.
16. The Policies and Procedures for Rental and Use of School Buildings shall be renewed annually. Said report shall establish all facility usage procedures and rates notwithstanding those established under #13.
17. ADA Accessibility Guidelines (ADAAG) are followed at all times. All entry ways, elevators, handicapped parking, and areas of access must be accessible to all members of the public, including individuals who use wheelchairs. An accessible path of travel must be available to and from all events conducted on ADA-compliant school property..

**Participant Requirements:**

1. The applicant assumes full responsibility for control and supervision of all participants and visitors in conjunction with the event. This includes control of the behavior and actions within the rental space, all adjoining space (hallways, bathrooms, etc.), and the exterior of the building.
2. Participants or guests may not use any wheeled equipment inside or in the immediate vicinity of the building. This includes, but is not limited to skateboards, wheelie shoes, or scooters. School administration may make exceptions if desired in the application.
3. Participants and guests must remain in rented space and the immediate vicinity. They may not be in other areas of the building.
4. The entrance/exit closest to the rented area must be used at all times as determined by the District contact person.
5. Based on state law, smoking or the use of any tobacco product is prohibited in all school buildings and on school property.
6. Use of drugs or alcohol is not permitted in all school buildings or school property. No person under the influence of drugs or alcohol or other intoxicants is permitted on school property.
7. Beverages or food (including candy) may not be sold or served on school property without prior written permission of the school administration and must be requested in the application.
8. Prior to the event, the renter must distribute the “participant requirements” and is responsible for making said “participant requirements” known and available to all participants and guests who may attend.

Prepared by: Matthew H. Malone, Ph.D., Superintendent of Schools

Approved by Swampscott School Committee – 8/9/07

Amended by Swampscott School Committee – 10/23/07

Revised: 1/8/08

Amended by Swampscott School Committee – 1/10/08

Revised: 2/6/08

Accepted: 2/12/08

Revised: 4/4/08

Revised: 7/3/08

Accepted: 7/10/08

Revisions Accepted: 12/2/09

Corrected: 3/20/15