

File: KF Community Use of School Buildings

Under Massachusetts General Law Chapter 71, Section 71, “for the purpose of promoting the usefulness of public school property, the school committee of any town may conduct such educational and recreational activities in or upon school property under its control, and, subject to such regulations as it may establish, and, consistently and without interference with the use of the premises for school purposes, shall allow the use thereof by individuals and associations for such educational, recreational, social, civic, philanthropic and like purposes as it deems for the interest of the community.”

Therefore, the use of public school facilities for school related purposes will take precedent over all outside use and are exempt from all charges with the exceptions as noted below. Public school facilities consist of all school buildings under the control of the school committee, as well as any permanent or temporary structure on school grounds. By Charter, control and maintenance of school grounds, inclusive of athletic fields, fall within the jurisdiction of the Town of Scituate.

Exceptions for assessment of fees to school and/or town departments, boards and committees, as well as Town of Scituate non-profit groups and organizations, are as follows;

- If the use takes place outside the regularly scheduled work day of technology, custodial or kitchen staff.
- If the use requires set-up or clean-up necessitating additional staff beyond the regularly assigned schedule.
- If the use requires dedicated custodial or kitchen staff throughout the event.

Such services will be billed according to the attached fee schedule and contractual requirements.

The school committee may, under its jurisdiction and authority granted to it by MGL CH.71, Sect.71, allow use of facilities for such educational, recreational, social, civic, philanthropic, and like purposes as it deems for the interest of the community, consistent with the educational mission of the Scituate Public Schools. A facility use fee may be assessed according to the attached fee structure. The school committee retains the right to deny the use of said facilities to any group if it deems the use not consistent with the educational mission of the Scituate Public Schools or would otherwise interfere with school operations.

Facility use by any group or organization must first have the expressed written approval of the Superintendent of the Scituate Public Schools, or his/her designee, prior to substantial planning or any public marketing of the event. The approval shall contain a written estimate of fees and charges, acknowledgement of all rules and procedures, and proof of residency requirements, non-profit status, and/or required liability insurance. The permit must be signed by both parties and a deposit may be required to reserve the space.

The following classifications, in priority order, have been established for rental permits.

1. All Scituate Public Schools events and activities, as well as school affiliated organizations and foundations including, but not limited to, PTO, SHORE, booster groups, CORSE, SEF, FACTS, Scituate STEAM, etc. shall take precedent. This classification will have priority scheduling rights and will only be charged in the event the activity takes place outside of the regular work day.
2. Town departments, boards and committees, including the Scituate Recreation Department. Town departments are defined as a department, committee or commission that is subject to appropriation by Town Meeting, or exists as a requirement of local or state statute, or an ad hoc committee established by the town for a specific purpose. An extension of this includes organizations which are independent from the government structure but are integral to the operation of the town. Elections (local, state or federal) and annual town meetings held in school buildings will take precedence over all other activities and events for scheduling purposes. Special or unforeseen elections may supersede previously scheduled events and require a change in schedule.
3. Scituate non-profit community groups or organizations. Any town youth or community group sponsored by a non-profit Scituate organization that provides a benefit to the community qualifies for this classification provided they are able to document that a minimum of 51% of participants in the activity are permanent residents of the town. A roster with street addresses may be requested as part of the application. Included in this classification are community non-profit groups operating a one-time fundraising event for the benefit of the Scituate Public Schools or the Town of Scituate and with a certification of solicitation from the Division of Public Charities for that single event. In addition, the organization may be required to provide proof of tax exempt status under IRS code 501(c)(3) or 501(c)(4)
4. Scituate for-profit or outside Scituate non-profit organizations. All in-town for-profit organizations or individuals desiring to rent a school facility for fund raising purposes of a non-charitable nature, or who use the facility for their own public recreational or entertainment purposes, or who is organized as a non-profit where less than 51% of participants are permanent residents of the town, will be charged to use school facilities according to the attached fee schedule. Long-term leases, beyond a single event, may be negotiated by the parties.
5. For-profit organizations outside of Scituate. All out-of-town for-profit organizations or individuals desiring to rent a school facility for fund raising purposes of a non-charitable nature, or who use the facility for their own public recreational or entertainment purposes will be charged to use school facilities according to the attached fee schedule. Long-term leases, beyond a single event, may be negotiated by the parties.

Procedures, Rules and Guidelines

The following procedures, rules and guidelines shall be adhered to when using any public school facility. All organizations applying for use of school facilities should review these procedures, rules and guidelines prior to applying for rental to assure a level of understanding sufficient to prevent confusion and unnecessary problems. Applicants will be expected to sign receipt and acknowledgement of these procedures, rules and guidelines prior to approval.

General Information

1. The use of all school facilities will be at the sole discretion of the school committee.
2. The school committee reserves the right to refuse the use of school facilities to any and all groups, and may terminate permission at any time should rules and guidelines not be adhered to. Any group determined to be in violation of these rules and guidelines risks forfeiture of any deposits paid and shall be responsible for rental payments due.
3. Use of facilities will be limited to only those days and hours specified on the permit.
4. Granting of permission to use school facilities should not be construed as an endorsement of any individual or group by the Scituate Public Schools.
5. The school committee reserves the right to enter into separate contracts with individuals or groups considering leasing space beyond a single event. Please note a single event may take place over several days.
6. Use of school facilities during the school day by staff and students of that particular school will be scheduled through the office of that school and will be under the supervision of the building principal.
7. Use of school facilities by any group or organization outside the school day, or a non-school group during the school day, must be booked and approved through the Superintendent's Office. A master calendar will be maintained and viewable to the general public on the district's website.
8. The district requires a current certificate of insurance, naming the Scituate Public Schools as an additional insured party.
9. Renters who wish to use the kitchen facilities of any school must have at least one member of the district's food services present. The Director of Food Services will coordinate this request and determine how many food service workers must be present and for the number of hours.
10. Sponsoring organization shall provide sufficient, competent supervision of participants at all times, and abide by school district policies, including, but not limited to, the policy on hazing, bullying, non-discrimination, and harassment.
11. For large events with an anticipated audience of five hundred or more, one or more police officers may be required for crowd control and/or traffic. If required, the Lessee shall make arrangements directly through the Scituate Police Department and be responsible for all costs associated with this detail.

12. Organizations using the facilities are responsible for any loss or damage to property or equipment.
13. The school district, in its sole discretion, may cancel an event due to inclement weather or unforeseen circumstance beyond its control.

Responsibility of the Applicant

1. The organization using the facility shall be responsible for controlling behavior of persons using the buildings or attending the function by assuring the following:
 - a. No one is to enter the building until the responsible person is present. That person shall remain on the premises until all persons related to or attending the event have left.
 - b. Children must be supervised at all times.
2. In the event that property damage does occur during use of occupancy, the amount of damages shall be decided by the appropriate school personnel and a bill for damages will be presented to the sponsoring organization. Payment for any damages is expected no less than thirty days upon presentation of the bill.
3. Generally, no reservations shall be made to outside groups or organizations until the start of the academic year, or until such time as the schools have had time to set their activity calendars.

Time Limits

1. During a school day, as defined by the Scituate Public Schools' yearly calendar, permission for the use of school facilities may not be granted until one hour after the regular close of the school day. Exceptions will be considered on a case-by-case basis.
2. Events in the Center for the Performing Arts, Black Box Theatre, and Middle School Dining Commons will require a one hour technical consultation prior to the start of the performance. This will be billed hourly according to the established rates.
3. All events should end and be cleared of participants at least thirty minutes prior to the stated end time on the permit to allow for cleanup.

Cancellations

1. The Scituate Public Schools may cancel permission to use school facilities whenever such action is deemed necessary in the best interest of the school district or public safety. Advance notice will be given to the lessee whenever possible and all deposits held shall be returned.
2. In the event the lessee cancels less than thirty days prior to the scheduled event, any deposit held shall be forfeited.

Behavior

1. The use of tobacco products, profane language, alcohol or drugs, or gambling in any form is strictly prohibited on school grounds.
2. Food and beverages are strictly forbidden to be consumed in the Center for the Performing Arts and Black Box Theatre, and may be restricted in other locations. No refreshments of any kind may be served without prior permission of the Scituate Public Schools. If granted, serving of food and refreshments will be restricted to designated areas.
3. No open flames, pyrotechnics, fog machines, or any such material that may result in damage to the facility shall be used without the written permission of the technical director.

Custodial/Supervisory Care

1. Adequate custodial and supervisory care shall be required whenever using the Center for the Performing Arts and Black Box Theatre, as well as other school facilities. Determination of adequate staffing will be dependent on space and equipment being used, as well as expected attendance. Each applicant shall agree to the staffing assignment as determined by the Scituate Public Schools. Staffing may include a manager, technical support, custodian(s), and kitchen staff, all of whom shall be permanent or temporary employees of the Scituate Public Schools.
2. The rates charged for staffing will be consistent with the contractual rates and requirements of the respective collective bargaining agreements or individual employee contracts.

Requirements

1. No later than two weeks prior to the proposed use of facilities, applications must be submitted to the Superintendent's Office. Incomplete applications will not be considered. Applications may be downloaded from the district's website under "District Info/Facilities".
2. Non-Profit groups may be required to submit proof of non-profit status with their application.
3. Scituate groups and organizations may be required to submit rosters of participants with addresses with their application. Groups with less than 51% Scituate residents will be considered non-local.
4. No event shall be advertised until permission to use the facilities has been granted by the Scituate Public Schools.

Liability and Indemnification

1. **Indemnification:** In consideration for allowing the rental of school facilities and in full recognition of the school committee's fiduciary responsibility to protect owned property and assets, the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the Lessor; its officers and employees, to the fullest extent permitted by law, from any claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees and legal

costs arising out of the use of these rental premises and all Lessor facilities, by the Lessee, its officers, employees, agents, representatives, contractors, customers, guests, and invitees.

2. **Insurance:** As evidence of its financial ability to indemnify the Lessor during the term of this agreement, the Lessee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury, or products liability incurred by the parties in the performance of said lease, such policy to provide limits of not less than \$1,000,000 (one million dollars) per occurrence. A Certificate of Insurance naming the Lessor as an Additional Insured shall be provided prior to approval being granted. Such insurance contracts shall be with companies acceptable to the Lessor and they shall require ten (10) days prior written notice to both parties hereto of any cancellation.

Fees and Pricing Matrix

1. The fee schedule is attached and published on the Scituate Public School’s website and is subject to an annual review and adjustment by the school committee.
2. Fees may be waived for school sponsored events.
3. A deposit of 50% of the total estimated cost for the rental must be paid in advance by groups or organizations in Classifications 4 or 5. Deposits are subject to forfeiture if cancellation of the event occurs less than thirty (30) days prior.
4. Fees shall be assessed according to the attached fee schedule. The Scituate Public Schools under its sole discretion, shall assign groups or organization to one of the five categories based on information presented at the time of application. The Scituate Public Schools reserves the right to change this designation upon receipt of additional information.

CLASS 1	School and school affiliated groups
CLASS 2	Town of Scituate, including all departments, boards and committees
CLASS 3	Scituate Non-Profit community groups or organizations
CLASS 4	Scituate For-Profit or outside Scituate Non-Profit organizations
CLASS 5	For-Profit organizations outside Scituate

I have read the Procedures, Rules and Guidelines for the Use of School Facilities as adopted by the Scituate School Committee on June 19, 2017 and agree to abide by them in their entirety.

For the Lessee

For the Lessor

Date

Date

First Reading	June 5, 2017
Second Reading	June 19, 2017
Adopted	June 19, 2017