

# **Sandwich Public Schools**

## **GENERAL**

It is the School Committee's desire that use of school property be enjoyed by Sandwich residents. In M.G.L. Chapter 71, Section 71, the School Committee is empowered and required, subject to such regulations as it may establish and without interference to its regular school program, to allow the use of school premises.

### **1.0 PROCEDURES AND PRIORITY**

The affiliation of any such association with a religious organization shall not disqualify the association of such use, and those public schools may be used as places of assemblage for citizens to hear candidates for public office.

The use of public school facilities for school-related purposes will take precedence over all outside use. School facilities will be used according to the regulations and rental fee schedules established in this policy.

- 1.1. School Committee approval shall be required for any exceptions to the fees and charges hereunder. The School Committee retains the right to deny the use of school facilities to any group if it deems the use is detrimental to the interest of the community or interferes with the operation of the schools. The School Committee reserves the right to make changes, deletions and/or additions to this policy if deemed appropriate for School Department.

### **2.0 IMPLEMENTATION**

- 2.1. The Superintendent of Schools, or the Facility Use Coordinator as his/her designee, is responsible for the implementation of this policy and shall have the final decision in all scheduling, permit issuances and interpretation of the policy unless otherwise directed by the School Committee.

### **3.0 FEE CLASS DEFINITIONS**

- 3.1. The following three classes of eligible users have been established. The Facility Use Coordinator shall have sole authority to determine the Class to which an individual, organization or activity requesting rentals should be assigned. The determination may be reviewed by the Superintendent of Schools if the organization or individual submits a request to do so in writing to the Director of Facilities.

#### **3.1.1 Class I - School and Town Department Related**

School or Town Department is defined as a department, committee, or commission that is subject to appropriation by Town Meeting or exists as a requirement of state statute. An extension of this includes organizations, such as advisory committees, which are independent from the government structure, but are integral to the function or operation of the Town, as determined by the School Committee.

## **Sandwich Public Schools**

Class I also includes recognized non-profit parent groups: Parents who formally organize as a Parent Teacher Association (PTA) or Parent Teacher Organization (PTO) will be treated as a School Department organization. Although these groups may or may not be non-profit organizations, formed by parents, and independent of public schools and/or controlled by schools, school districts, and school employees, their mission is to support and fund enrichment and curriculum standards for the classroom students attending the Sandwich Public Schools. Typically, there is one recognized parent organization per school. This definition includes formally organized groups who are broad based in their support of students attending the Sandwich Public Schools.

In addition, non-profit Parent Groups that form for a specific and narrow purpose to support a specific extracurricular activity in which a student participates (e.g., performing arts or sports) where the majority of the funds are used to support only that specific extracurricular activity would also be included in this definition provided there is a pre-existing recognized student organization which will be directly supported by any proceeds of the organization. Examples of these parent groups are: Sandwich High Athletic Boosters and Music Boosters

### **3.1.2 Class II – Non-Profit Youth Community Service Organizations**

Any non-profit group, organization or activities, composed entirely (100%) of members who are Town of Sandwich residents. Examples of Class II are: Sandwich Little League, Sandwich Youth Basketball, Sandwich Girl Scouts & Boy Scouts, or other similar groups as deemed appropriate by the School Committee.

### **3.1.3 Class III – All Other Groups, Organizations and Activities:**

This includes all groups, organizations or activities which do not meet the requirements of Class I or II, including: individuals, private and commercial groups, societies, religious organizations, non-profits\* and registered public charities\*.

\* Non-profits or registered public charities operating a one-time fund-raising event for the exclusive benefit of the Sandwich Public Schools may be considered as Class I, if approved by School Committee.

## **3.2 POLICY EXCEPTION**

This Policy does not apply to organizations that have negotiated separate lease agreements with the Sandwich Public Schools.

## Sandwich Public Schools

### 4.0 FEE SCHEDULE (approved by SC 8.19.15)

Facility	Class I	Class II	Class III
	School/Town	*Resident Non Profits	All Other
	prices per hour		
*Non Refundable Application Fee		\$50	\$50
Classroom	N/A	\$25	\$35
Gymnasium		\$75 /4hr blocks	\$75
Cafeteria		\$50	\$75
Band room		\$50	\$75
Auditorium		\$100	\$150
Multi-Purpose Room		\$50	\$75
Café/Multi Combo		\$100	\$125
Library (non HS)		\$50	\$75
Library HS		\$50	\$75
Field (non HS)		\$60/4hr block	\$60
Field HS (limited use)		\$75 /4hr block	\$75
Tennis		\$60/4hr block	\$60
Stadium		\$100	\$125
Parking Lot		\$50	\$75
<b>ADDITIONAL FEES MAY BE REQUIRED (4/hr min)</b>			
Pool		TBD	TBD
Press Box		TBD	TBD
Field Lights		\$25 4hr block	\$25
Stadium Supervisor		\$45	\$45
Auditorium Supervisor		\$45	\$45
Pool Supervisor		\$45	\$45
Custodian		\$40	\$40
Security		\$40	\$40
Techs		\$20	\$20

Proof of Sandwich Non Profit status required for Classification II

\* Application fee is per building request. A second fee will be charged for additional requests.

The fees go to improve the safety, security and infrastructure within the district.

\*Auditorium, Stadium & Pool use require in-person application and regulations agreement.

\*\* Or agreed upon comparable spaces not itemized

The Facilities Director has discretion as needed.

## Sandwich Public Schools

### 4.1 FEE SCHEDULE NOTES

4.1.1 **Rental Fees Note:** All rentals shall be a minimum rental period of 1 hour and rentals shall be made in full hour increments.

4.1.2 **Personnel Fees Note:** Charges for School District Personnel who will be requested and/or required will be assessed at their overtime rate and assessed to the building use rental costs. Examples of personnel are:

4.1.2.1 Site **Supervisor Charges:** Site Supervisor charges are additional to rental and custodial fees, and are applicable when the Stadium is requested for rent. Site Supervisors are responsible for the care of the School Department's buildings, equipment and facilities.

**Auditorium House Managers** perform all tasks related to the operation the Auditorium and oversee the Techs and equipment.

A Site Supervisor will be required for all Stadium use.  
A House Manager will be required for all Auditorium use.

4.1.2.2 Tech **Fees:** perform all tasks related to the operation of equipment in this space including: projection rooms, audio booth, house/theater lighting and rigging. Renters are not permitted to bring in their own operators. (4hr min)

4.1.2.3 Custodial **Fees:** Custodial overtime rates will apply to all rentals as determined by the Facility Use Coordinator for opening facilities as well as cleaning after functions. (4hr min)

4.1.2.4 Grounds **Charges:** Grounds charges are additional to rental and custodial fees, and are applicable when the field needs to be groomed or lined.

4.1.2.5 Food **Service Charges:** Cafeteria rentals do not include the use of the kitchens unless approved by the Facility Use Coordinator. The use of food service equipment will require the services of a Food Service Worker.

### 4.2 PAYMENTS

4.2.2 Application payments must be made prior to approval. Payments may be made in check, cash or credit card to the Facilities Use coordinator, payable to the Town of Sandwich. Deposits may be required for some facilities.

### 5.0 INSURANCE REQUIREMENTS

5.1 All Class II, III and IV renters shall purchase and obtain Commercial General Liability insurance with a minimum \$1,000,000 limit per incident (\$3,000,000 General Aggregate). The Town of Sandwich shall be named as additional insured and shall also be identified as the certificate holder. Insurance shall be specific to the

## **Sandwich Public Schools**

requested rental, including listing of school building, and shall be valid for the rental period. Provide update certificates as necessary.

### **6.0 CANCELLATIONS**

6.1 The School Department reserves the right to cancel or move the location of all rentals as may be required to accommodate school functions, due to bad weather conditions or other emergencies, unavailable custodial staff, or due to unanticipated conditions.

6.2 All rental activities will automatically be cancelled on the days that school has been cancelled. The Facility Use Coordinator will make reasonable efforts to notify renters of changes and cancellations.

6.3 The applicant shall submit a written notice requesting cancellation of, or changes to, an approved application. The request must be received by the Facility Use Coordinator no later two business days prior to the event.

6.3.1 Email notification is acceptable by sending to:  
[Mshorten@Sandwich.k12.ma.us](mailto:Mshorten@Sandwich.k12.ma.us) or by calling the Facility Use Coordinator at 508.888.3312

6.3.2 It is the responsibility of the applicant to verify receipt of written or email notification by calling 508.888.3312

6.3.3 A \$50 administration fee will be assessed for each date cancelled and/or changed.

### **7.0 APPLICATION REVOCATION**

7.1 The Facility Use Coordinator may revoke an approved application at any time, if it is determined that the rental activities are not in accordance with the policy or if it is otherwise determined that the rental activities are not in the best interest of the School Department.

### **8.0 SUPERVISION:**

8.1 An appropriate level of adult supervision (minimum 21 years of age) shall be required at all times during the rental.

8.2 Attendees or participants of the rental shall not enter school areas that are outside of the rented space or associated common space (bathrooms and hallways).

8.3 It is the responsibility of the rental supervisor to notify the School Department custodian on duty when trespassers or uninvited guests are found in the school.

8.4 Under no circumstance will custodians or any other School Department staff be responsible for supervision of participants before, during or after an activity.

### **9.0 PARKING**

9.1 Parking for rental activities, including attendees, participants and guests, shall be within designated parking areas only. Cars parked in areas not intended as parking spaces are considered a safety issue that may result in damage to school property. The organization or individual holding the approved application will be held

## Sandwich Public Schools

responsible for any resulting damage to school property and the removal of any vehicles not in designated parking areas.

### 10.0 MISCELLANEOUS REQUIREMENTS AND PROVISIONS:

10.1 **Designated Point of Contact:** Each rental request shall include the name and contact information of a single person who will be that organization's only point of contact with the School Department for scheduling and rental coordination purposes.

10.2 **Damages:** The renter shall be responsible for the entire cost to correct any and all damages that occur to buildings or grounds as a result of their rental, whether caused by attendees or participants, as determined by the Facility Use Coordinator. Failure to pay for such damages within 30 days of receiving demand from the School Department shall result in immediate cancellation of all rentals for this organization and will result in the inability of a group or individual to rent any school facilities in the future, and may result in legal action.

10.3 **Behavior:** Rude, offensive or illegal behavior or language by any attendees or participants of a rental shall be considered grounds for immediate revocations of authorization to use including, but not limited to, the following:

10.3.1 **Smoking and Tobacco:** Smoking and use of tobacco products is prohibited in all school buildings and on all school property is indicated in Massachusetts General Laws (MGL).

10.3.2 **Alcoholic Beverages:** Alcoholic beverages are prohibited in all school buildings and on all school property.

10.3.3 **Illegal or Illicit Drugs:** Illegal or illicit drugs are prohibited in all school buildings and on all school property.

10.3.4 **Weapons:** Weapons, including knives and firearms, are prohibited in all school buildings and on all school property.

10.3.5 **Food and Drinks:** Food and drinks are permitted only when indicated on an approved Rental Application form, and only in approved areas.

10.3.6 **Attire:** Proper dress and attire shall be worn at all times. Shirts and shoes shall be worn at all times, and appropriate athletic shoes shall be used on athletic floors.

10.4 **Arrival and Departure Times:** The school's facilities shall only be made available for the hours shown on approved application (open and close times). Renters must abide by these times and the Facility Use Coordinator may stop any event that has gone past the allotted time.

10.5 **Access:** School Department representatives shall have access to all school areas during rentals.

10.6 **Gambling:** No applications will be issued when the primary purpose of the event is to conduct games of chance (e.g., Las Vegas Nights or Casino Nights). Renters must be in compliance with MGL Chapter 271 Section 7a.

10.7 **Hardball Sports:** For the protection of walls, lights, fixtures and floor surfaces, hardball sports will not be permitted in any school facilities. Rubberized baseballs/softballs will be considered acceptable for use on a limited basis, except at the

## Sandwich Public Schools

High School, and subject to approval of the Facility Use Coordinator. Repeated damage caused by these sports may result in future application revocation.

**10.8 Equipment Use:** No equipment shall be used by renters unless it is specifically listed on the approved rental application. Organizations wishing to bring equipment into schools as part of rentals shall make arrangements at the time of the rental application, and such equipment shall be removed by the end of the rental period. The School Department takes no responsibility for any equipment brought into the schools.

**10.9 As-Is Conditions:** School buildings, facilities and equipment shall be accepted by renters in their existing "as-is" condition. Reasonable accommodations and repair attempts will be made where possible to facilitate rentals.

**10.10 Sandwich High School Stadium:** A trained operator is needed to restore Turf Fields back to a playable condition. A Groundskeeper will be provided by the School Department at an additional cost.

### 10.10.1 Turf Field Requirements

The following rental requirements are applicable to the turf field at Sandwich

**Restroom Facilities** - Use of the restrooms within the school will incur a separate rental charge and will also incur custodial charges.

**Grounds** - Support for field grooming, trash pickup, and irrigation control is required for rental of turf field depending upon the rental duration or if deemed to be required by the Facilities Office or Facility Use Coordinator.

**Site Supervisor** - A Site Supervisor will be required for all turf field use and will be provided by the School Department at an additional cost.

**Lights** - If required, lights will be at an additional hourly rate.

**Turf Field** – Only players, coaches, officials and PNHS staff are allowed on the Turf Field.

### 10.10.2 Turf Field Limitations

No bikes, rollerblades, skateboards, baby carriages, motor vehicles, animals, sports drinks, soda, gum, seeds or chewing tobacco. Only water is allowed on the turf field.

No glass containers of any kind.

No high heeled shoes.

No spitting on turf field.

Only turf shoes, sneakers or rubber cleats allowed on turf field.

No littering! Please pick up all trash after games/practice and put in trash receptacles.

## **Sandwich Public Schools**

- 10.11 **Sandwich High School Performing Arts Center/Stage Requirements:** A trained operator is needed for stage lighting, curtains, scenery, sound and/or audio-visual equipment. A Technologist will be provided by the School Department at an additional cost. The Auditorium is a four (4) hour min rental.
- 10.12 **Decorations:** Decorations are permitted only if they conform to State and Town of Sandwich Fire Department regulations and they do not interfere with the regular school program. Nothing should be pinned to curtains or drapes; nothing can be nailed to floors or walls; and nothing can be tacked or stapled, painted on wood surfaces.

### **11.0 OTHER RENTERS**

The School Department may rent separate space within a school building to more than one group at any one time. Each renter shall abide by their authorizations and shall share common space such as hallways and bathrooms as necessary.



## SANDWICH FACILITY USE REGULATIONS

1. Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity group or organization nor the purposes they represent. The right to authorize use of school facilities shall be retained by the School Committee and/or Superintendent or his/her designee. Use of the district facilities shall be totally free from purposes of a disruptive nature.
2. The Sandwich Public Schools assumes no liability for injury to persons authorized to use the facilities and further assumes no liability for loss or damage to equipment, materials, or other individual property. Any and all damage to equipment or facilities will be charged to the contracting party.
3. Liability insurance may be required of some groups. A certificate of insurance naming the Town of Sandwich as an additional insured with liability limits of not less than \$1,000,000/\$3,000,000 for bodily injury and property damage, is to be submitted to the Facilities prior to the use of school buildings.
4. Facility usage will be granted only if it does not interfere with the activities scheduled by the school. Long-term scheduled facility use may be pre-empted by a school activity or event.
5. The building will be locked at all times. Only the applicant will be allowed entrance and then it is their responsibility to grant access to their event. Contact information should be given to all participants to be reached when necessary.
6. Should a group cancel use of the facilities within 48 hours, it will be responsible for incurred costs (\$50). If for any reason the group will not be using the facilities on the dates requested, they must notify the Facilities Use office.
7. All Classification II & III users will be charged a non-refundable application fee, which is due at the time of submission.
9. All activities must be appropriately supervised.
10. A custodian or other staff member of the school or the Town of Sandwich designated by the Superintendent must be on duty at all times when the building is in use. All employees must be paid for a minimum of four (4) hours on weekends or whenever they are not normally scheduled to work.
11. A Stadium/Auditorium/Pool Supervisor will be required for all Stadium, Auditorium or Pool rentals at an additional cost.
12. Use of the kitchen is determined by the food service director. If kitchen equipment is used, an authorized cafeteria employee must be on duty. The group using the facility will be charged accordingly.
13. It is the responsibility of the applicant to restore the school facility in good, clean condition immediately after the event. If the facilities are not left in the same condition as received, the applicant will be charged for cleaning services. Any furniture moved by the group must be restored to the initial arrangement unless the custodian on duty directs otherwise.
14. Approved food and beverage will be served and consumed only in designated areas. All food sales must have permit from the Sandwich Board of Health. No food or drink is permitted in the school libraries. Only water is permitted in the gymnasium.
15. Alcohol may not be served or consumed in school facilities or on school grounds at any time.
16. All Sandwich Public Schools buildings and grounds are smoke-free.
17. When schools have been closed because of inclement weather, the facilities will be closed for all use. The schools do not assume the responsibility of contacting groups when such closures occur. Information is available on local television and radio stations.