

# Superintendent's Circular

School Year 2013-2014

NUMBER: FMT-17

DATE: April 14, 2014

#### **FACILITIES VOLUNTEER PROJECTS**

Boston Public Schools' (BPS) Facilities Management Department is supportive of leveraging community resources and engaging the services of volunteer organizations to perform improvement projects at school sites. To ensure your volunteer project complies with all BPS and City of Boston rules and regulations and that it is the most successful project possible, please follow these simple policies and procedures.

#### **Policy**

All facilities related work conducted at a school site (inside or outside of the school) must be approved by the Facilities Management Department and all applicable volunteer project documents must be submitted and approved at least two weeks prior to work commencing.

All materials and equipment shall be furnished by the Volunteer Organization unless otherwise agreed upon, and will conform to the standards of Boston Public Schools/Facilities Management. In addition, the cost of custodial overtime (see BPS Circular FMT-05), will be the responsibility of the Volunteer Organization and must be paid prior to work commencing, unless prior arrangements have been made with the Director of Facilities Management.

#### Implementation

#### **Project Forms:**

The following two (2) project permits, as well as the volunteer waiver (to be signed by all volunteers), are required for any volunteer project taking place on BPS property to ensure the safety of all volunteers:

- 1. Volunteer Project Permit
- 2. Building Permit (Form A)
- 3. Volunteer Release of Liability and Indemnity Contract

Both permits should be sent to Facilities Management at least two weeks prior to work commencing. Volunteers must sign the Release of Liability before beginning work, and it must be submitted on the next business day. Forms can be submitted by e-mailing <a href="mailto:facilities-volunteer@bostonpublicschools.org">facilities-volunteer@bostonpublicschools.org</a>, or faxing (617) 635-9252.

#### Project Walk-through:

The school leadership or volunteer organization project coordinator must arrange a meeting and site walk through with the Headmaster/Principal, Sr. Custodian, Area Manager, and A & R Supervisor to discuss proposed projects for approval by the Director of Facilities Management. Contact Facilities Management about your project and to schedule a walk through by emailing: facilities-volunteer@bostonpublicschools.org

#### Project Review/Approval:

Once all project permits have been submitted and a walkthrough of the site has taken place, permits will be reviewed by the Director/Assistant Director of Facilities Management. Facilities Management will inform the school and volunteer project coordinator if the project has been approved. Facilities Management will also inform the school's Area Manager, Alterations & Repairs Supervisor and Building Services of the project.

#### **Volunteer Project Opportunities**

Safety of the volunteers is the highest priority in evaluating any project request. There are many infrastructure, cleaning and beautification projects that can be effectively completed by volunteers. Please refer to the list below when brainstorming project ideas for your site.

#### **Exterior Projects**

#### Dos

- Landscaping, pruning, planting shrubs, flowers or trees (Approved by BPS Landscape Consultant, Neil McCarthy, 978-580-1759)
- Clean & remove debris from exterior grounds
- Construct benches/tables for OUTSIDE USE ONLY
- Refinish existing murals or graphics
- Create new murals (Approved by Director of Facilities)
- Spread mulch, stone dust
- Paint galvanized fence (no scraping)
- Paint existing previously painted surfaces to a height no greater than 12-feet above floor level (Approved by Director of Facilities)
- Build outdoor learning spaces such as vegetable gardens (Approved by Director of Facilities)

#### Don'ts

- No scraping and refinishing of iron fences (lead paint)
- No painting of natural or factory finished surfaces
- No construction of any type on the site or with regards to the building structure without the Director of Facilities written approval
- No replacement of any finished surface without the Director of Facilities written approval
- No structural work on fences

#### **Interior Projects**

#### <u>Dos</u>

- · Refinish existing murals
- Create new murals (Approved by Director of Facilities)
- Cleaning out or re-arrangement of closets, storage areas, various rooms, etc.
- Install bulletin or dry erase marker boards that are already on site (max size 3' x 4')
- Painting to a height no greater than 12-feet above floor level and ONLY during school vacations (Approved by Director of Facilities)
- Using "whiteboard paint" with proper surface prep, and a minimum of three (3) days to dry

#### Don'ts

- No painting with only one (1) day to dry/aerate, three (3) days for "whiteboard paint"
- No construction without the Director of Facilities approval
- No building of benches or tables without the Director of Facilities approval
- No replacement of any factory finished surfaces without the Director of Facilities approval

For more information about this circular, contact:

Name:	Khadijah Brown	
Department:	Facilities Management	
Mailing Address:	26 Court Street – 2 <sup>nd</sup> Floor, Boston, MA 02108	
Phone:	617-635-9117	
Fax:	617-635-9252	
E-mail:	kjbrown@bostonpublicschools.org or facilities-volunteer@bostonpublicschools.org	

John P. McDonough, Interim Superintendent

## Boston Public Schools - Facilities Management Volunteer Project Permit

School Name	Event Date & Hours		
Headmaster/Principal	Headmaster/Principal Email		
School Telephone #	Volunteer Organization Name		
Volunteer Organization Telephone #	# of Volunteers expected at event		
Volunteer Coordinator Name	Volunteer Coordinator Email & Telephone #		
Project Details: (Please describe the project(s) being proposed project to be completed)	d, including support needed from Facilities, if any, for the		
Cost for Custodial Overtime to be paid by tl	h <b>e:</b> (see BPS Circular FMT-05)		
[ ] Volunteer Organization [ ] School	[ ] Facilities Management		
To Be Completed by Facilities Management	<u> </u>		
A project walkthrough and all documents and p [ ] Building Permit [ ] Volunteer Project Peri Approved:	permits have been completed and approved: mit [ ] Walkthrough [ ] Additional Project Documents		
Khadijah J. Brown, Director	Robert Harrington, Assistant Director		
Anthony Pomella, Assistant Director	Paul Wood, Assistant Director		
Cc: Alteration & R	epairs Supervisor Building Services		

#### FM FORM A

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### **BOSTON PUBLIC SCHOOLS**Facilities Management Building Permit



	1630.			
Date:				
APPLICATIONS ARE DUE AT LEA ALL BOSTON PUBLIC SCHOOL E	ST TWO WEEKS IN ADVANCE OF T VENTS AND ACTIVITIES.	HE EVENT. THIS INCL	UDES APPLICATIONS FOR	
The undersigned hereby makes for permission to occupy one of				
26 COURT STREET:	CAMPBELL RESOURCE CENTER	SCHOOL (ple school in this	ease fill in the name of the box)	
☐ Winter Chambers ☐ 1 <sup>st</sup> Fl. Conference Room	Large Conference Room Small Conference Room	Auditorium Cafeteria	Classroom(s)# Other:	
ON	Month	Data	Voor	
Day of the week	Wonth	Date	Year	
Permit Hours: from: (Hours must include the time that	am or pm until	am ong, not the time of the	o <b>r pm</b> event.)	
Custodian Hours: from: (To be determined by the Departe	am or pm until	am	or pm	
For the following purpose (ple	ease describe fully):			
Number of people expected a	at this event: Will	food/refreshments I	be served?	
	If admission is cha	rged, proceeds will	be donated	
Signature of Building Permit Applicant:*		Department	of Facilities Management urt Street, 2 <sup>nd</sup> Floor	
PRINT NAME:			eston, MA 02108	
ORGANIZATION:		(	617) 635-9163 x (617) 635-9306	
FULL ADDRESS:			Approved by:	
PHONE:	FAX:	Date:	Date:	
not, your organization may be charged facility in the future. With your signatu	ou are obligated to clean the space before additional custodial and/or other fees and re you also agree to the terms and conditional ature (confirming that space i	you leave so that it's read I may lose the privilege of ons on page two of this do	using any Boston Public Schools	
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Please note: If schools are closed due to inclement weather or other emergencies, all permits are cancelled. Please read the terms and conditions on page 2.

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### Facilities Management Building Permit Terms and Conditions

- Responsibility for Use: The applicant assumes full responsibility for any damage to, or loss of, city property as
  consequence of such use of the above described accommodations, and engages to make the same good
  without the expense to the city. The undersigned further agrees to pay the charge for the light, heat, custodians,
  security and other service as required.
- <u>Licenses</u>: In addition to the permit required by the regulations of the School Committee, a further license under the provisions of Chapter 348 of the Special Acts of 1915 must be obtained by application to the Mayor, and payment of the required fee must be made, for any exhibition or entertainment to which an admission fee is charged. No such license is required for entertainment provided in school buildings by or for the benefit of the pupils thereof, and under the supervision of the Principal/Headmaster.
- <u>Police Attendance</u>: If there is to be a charge for admission, the person to whom the permit is issued must make provisions for police attendance.
- <u>Time for Filing Applications</u>: Applications must be filed and all charges paid at least two weeks in advance of
  the time when the use of the accommodation is desired. No definite or final reservations are made until all
  charges have been paid.
- Winter Chambers: The location and focus of TV lights in Winter Chambers must not be altered. Violations will
  jeopardize future use.
- <u>Food and Beverage Policy</u>: According to state law, alcoholic beverages are not allowed in public school buildings. Consumption of food and/or beverages is not permitted in the auditorium or conference rooms. Smoking is not permitted in any school building.
- <u>Payment</u>: Billing information must be included with the permit application. Payment is due no later than two weeks prior to the event, by Certified Checks and/or Money Orders. Checks must be made out to the Boston Public Schools, and submitted to the Facilities Management Department directly.

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#### VOLUNTEER RELEASE OF LIABILITY AND INDEMNITY CONTRACT

The undersigned volunteer ("Volunteer") in consideration for permission to act as a volunteer for the Boston Public Schools ("BPS"), hereby acknowledges and agrees to the following:

- 1. Volunteer Relationship: Volunteer has expressed an interest in providing services, as needed, to the BPS on a voluntary basis. This Release and Agreement will apply to all events or activities at which the BPS permits Volunteer to provide voluntary services. Volunteer hereby acknowledges Volunteer's desire to volunteer services to the BPS for civic, charitable and/or humanitarian reasons. Volunteer understands and agrees that as a volunteer, Volunteer is not an employee, partner, agent, representative or contractor of the BPS under federal, state and/or local law or regulations. Volunteer also understands and agrees that because Volunteer is donating services to the BPS for altruistic reasons: (i) Volunteer has no expectation of any compensation, pay fee or benefits for the services; (ii) entitled; (iii) the BPS has not promised Volunteer any compensation for services as a volunteer; and (iv) the BPS has not promised or suggested that Volunteer will receive any employment opportunities or greater consideration for any future employment opportunities, as a result of the volunteer service. Volunteer agrees that if at any time Volunteer believes that Volunteer should be compensated for the services, or that Volunteer is acting as an employee rather than as a volunteer, Volunteer will immediately notify the BPS of this belief in writing.
- 2. Waiver and Liability and Release: Volunteer assumes all risks of injury to Volunteer's person and damage to Volunteer's property arising from the services provided as a BPS volunteer, the use of provided facilities and equipment, and participation in related activities. Volunteer further releases, discharges and holds harmless, for Volunteer and Volunteer's heirs, administrators, executors and assigns, the BPS, its directors, officers, employees, agents, administrators, insurers, successors and assigns, and any facility used for a BPS activity, and the facility's members, medical volunteers, directors, committees, agents, and employees, from all liability and claims of any and every kind and nature, whether arising out of negligence or otherwise, for any injuries, including physical injury and loss of or damage to property, including but not limited to theft, loss, negligence, invasion of privacy, fire or other acts, and Volunteer hereby waives all current and future claims, whether or not known and whether or not foreseeable, against such parties arising from any loss, damage or injury to Volunteer's person and property arising from the services as a BPS volunteer, Volunteer's attendance at any BPS event or activity, the use of provided facilities and equipment, and participation in activities.
- 3. <u>Indemnification</u>: Volunteer agrees to indemnify, hold harmless and defend, to the fullest extent permitted by law, the BPS, its directors, officers, employees, agents, administrators, insurers, successors and assigns from and against any and all demands, claims, liabilities, suits, causes of action, judgments, damages, losses, penalties, and/or expenses of any kind or nature whatsoever, including attorneys' fees, arising or resulting from, directly or indirectly, Volunteer's performance of volunteer services hereunder, however caused and regardless of any actions or omissions of the BPS.

I acknowledge that I have read and fully understand the terms and conditions of the foregoing Release and Agreement and agree and will comply with the same.

Name of Volunteer:	
Signature:	
Date:	

I acknowledge that I have read and fully understand the terms and conditions of the foregoing Release and Agreement on the Boston Public Schools' *Volunteer Release of Liability and Indemnity Contract*, and agree and will comply with the same.

Name of Volunteer	Signature	Date