

COMMUNITY USE OF SCHOOL FACILITIES

Facilities Rental Policy

It is the School Committee's desire that use of school property be enjoyed by Wellesley residents and recognized, responsible organizations. It is the Committee's intent that such use will maintain safe conditions and preserve the property for school use. Under 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

“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 precedence over all outside use, and such use is exempt from all charges with exceptions as noted and defined. School facilities will be used according to the regulations and rental fee schedules established.

The School Committee retains the right to deny the use of school facilities to any group or individual if it deems the use is detrimental to the interests of the community, interferes with the operation of the schools, and/or could cause extraordinary wear and tear to the existing building structure, its furnishings and/or the surrounding grounds. School Committee reserves the right to make changes, deletions and/or additions to this Policy if deemed appropriate for School Department.

Rental Categories

The School Committee recognizes four categories of renters defined below: Class I, Class II, Class III, and Class IV. Fee schedules, rental agreement terms for all classes, and the rental application are available on the Wellesley Public Schools' website www.wellesley.k12.ma.us or from the Business Office. All four classes must complete a rental application, regardless of whether charges apply. School Committee approval shall be required for any exceptions to the rental fee schedules.

The Superintendent of Schools, or his/her designee, such as a rental coordinator, 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.

The rental coordinator shall determine the Class to which an individual, organization or activity requesting rentals should be assigned.

Class I Organizations: School Department Related and Town Department Governmental Functions:

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 which are independent from the government structure but are integral to the function or operation of the Town, as determined by the School Committee. However, a Town Department or other governmental entity that charges a fee to participants in programs that take place in school buildings shall be in Class II or Class III.

There is no charge for the use of the facility and typically no charge for custodial services except under certain circumstances. Refer to the Class I schedule for more details regarding determination of Class I organizations and how fees may apply.

Class II Activities with 25 or Fewer Participants

Class II Organizations: Town Departments/Governmental Entities that charge participation fees, Non-Profit Wellesley-Related Groups, Organizations and Activities

Town departments, such as the Town of Wellesley Recreation Department, Wellesley-related non-profit groups, organizations or activities who use school facilities for programs and activities with 25 or fewer participants. There is a two hour minimum rental fee for Class II organizations for the use of the facility and typically no charge for custodial services unless the rental is outside the normal custodial shift. A minimum one hour custodial charge will apply for use of a cafeteria or gymnasium or the Middle School and High School auditoriums. Refer to the Class II schedule for more details.

Class III Activities with Greater than 25 Participants

Class III Organizations: Town Departments/Governmental Entities that charge participation fees, Non-Profit Wellesley-Related Groups, Organizations and Activities

Town departments, such as the Town of Wellesley Recreation Department, Wellesley-related non-profit groups, organizations or activities who use school facilities for programs and activities with greater than 25 participants, such as Wellesley Little League, Wellesley United Soccer, Wellesley Metrowest Basketball Association and other similar groups. There is a two hour minimum rental fee for Class III organizations for the use of the facility and a one and one-half hour minimum custodial charge; additional custodial charges may be assessed based on the size of the group and the nature of the activity. Refer to the Class III schedule for more details regarding determination of Class III organizations and how fees may apply.

Class IV All For-Profit Organizations and Activities and Non-Profits Outside of Wellesley

Rental of school facilities will require a minimum two hour rental charge and a three hour minimum custodial charge according to the Class IV Fee Schedule.

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

This Policy does not apply to Organizations which have negotiated separate lease agreements with the Wellesley School Committee for space at any school building, including WCCC and other groups.

The School Committee reserves the right to make special regulations and to institute other charges, including but not limited to an electrical or water surcharge or other amenities fees, as it deems necessary and appropriate.

Cancellations

All scheduled events will be canceled with no penalty or charge to the renters when school is canceled due to weather or other circumstances beyond the control of the School Department. Other cancellation terms and conditions are specified in the Rental Agreement. In the event of a conflict with a school program occurs, the School Department will make every effort to honor the rental agreement or to make alternative arrangements for the rental.

Insurance

Each organization is required to have liability insurance. A Certificate of Insurance is to be submitted to the Business Office no later than one week prior to the use of the facility. The School Department may reduce or waive insurance requirements at its discretion.

Liability

The School Committee and the Town of Wellesley assume no liability for injury to persons present in a school building or on school property pursuant to a rental permit issued to any organization and/or person. Furthermore, the School Committee and the Town of Wellesley accept no liability for injury or damage caused by use of equipment, and the rental permit holder agrees to accept all facilities and/or equipment "as is" and to be responsible and liable for damage to the building and the equipment therein and for all personal injuries sustained by persons present pursuant to said permit. Renters shall agree to indemnify and hold the School Department and the Town of Wellesley harmless for any such claims for personal injuries or property damage.

State Laws

Renters must follow all State Laws and regulations, including those that prohibit smoking, alcoholic beverages, and any other controlled substance on school property. Renters shall agree to indemnify and hold the School Department and the Town of Wellesley harmless for any violation of such laws and regulations.

Federal Laws

Renters must comply with all applicable federal laws and regulations, including but not limited to those established by the Internal Revenue Service and/or the Treasury Department with respect to a) tax on admissions, b) sale of tickets for admission, c) use of signage, and any other applicable Federal requirements. . Renters shall agree to indemnify and hold the School Department and the Town of Wellesley harmless for any violation of such laws and regulations.

Prohibited Uses

Permit requests to hold lotteries or other gaming activities will be considered, subject to review for conformance with Massachusetts General Laws and regulations.

Approved by Wellesley School Committee:

June 12, 2012

Amended by Wellesley School Committee:

October 8, 2013