



**ARLINGTON PUBLIC SCHOOLS**  
**869 Massachusetts Avenue**  
**Arlington, MA 02476**

**COMMUNITY USE OF SCHOOL FACILITIES**

**USER MANUAL**

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**JUNE, 2015**

**Public Use of Arlington School Facilities**

Under Chapter 71, Section 71, the School Committee is empowered to set policy, regulations and fees regarding public use of school facilities. Such regulations will allow the use of school premises without interference to its regular school program, “by individuals and associations for such, educational, recreational, social, civic, philanthropic, and like purposes as it deems for the interest of the community.” (Entire Section 71 on Massachusetts Legislature Government website – <https://malegislature.gov>)

There are restrictions upon the use of school rentals. The renter/user is solely responsible for the adherence to all applicable Federal/State/Local regulations/mandates:

- a. State/local Department of Public Safety Regulations
- b. State and Local Fire Regulations
- c. State and Local Police Regulations
- d. State/local Board of Health Regulations
- e. State/local and Federal Regulations relating to rental of school facilities
- f. Arlington Public School Committee Policies

**The use of public school facilities for school-related purposes will take precedence over all outside use.**

Hourly fees may be changed at any time by the Superintendent or his/her designee to reflect actual pay rates for Arlington support personnel as set by the School Committee under collective bargaining agreements. The School Committee retains the right to empower the Superintendent or his/her designee as its agent on matters relating to the day to day implementation of the regulations under this policy and any exemption or separate contracts governed by this policy. The superintendent or his/her designee shall have the final decision in all scheduling, permit issuances, and interpretation of the Policy, unless otherwise directed by the School Committee. School Committee approval shall be required for any exceptions to the fees 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. Regulations and fee schedules pertaining to the use of school facilities shall insure the security of school property and the Town will be absolved from any liability in case of accident by means of a general liability insurance policy.

### **School Committee File - KF-E**

#### **Fee structure for Rental of School Building Space**

Due to increasing cost and the need to maintain the school buildings, the following classifications apply when determining fees:

**Group 1:** Arlington Public School and Town related business (Examples include but are not necessarily limited to, school run clubs, and activities, School Committee meetings, advisory committee meetings, sports team meetings, community education, PTO meetings.) No usage/energy fee. Custodial fees apply only when no custodian is already scheduled to be on duty, except as otherwise specified by contract.

**\*Group 2:** Non-profit groups, or events, which bear some connection to the mission of the Arlington Public Schools. One-half of the usage/energy fees. Refundable damage deposits required for rooms and equipment used. Custodial fees apply.

**Group 3:** Commercial entities and other groups not affiliated with the Arlington Public Schools. (Examples include, but are not limited to, private dance companies, community college evening course). Full usage/energy fee. Refundable damage deposits required for rooms and equipment used. Custodial fees apply.

**Group 4:** \*Long-term rentals explicitly for the after school care of students. One-quarter of the usage fee. Energy fees apply. Refundable damage deposits required for rooms and equipment used. Custodial fees apply. (\*180 days or more)

All groups must be in compliance with federal and state laws of non-discrimination and all other applicable statutes.

The schedule of refundable damage deposits, the energy charge rates and applications for rental will be reviewed by the Business Office\*\* by March 15 (originally May 15<sup>th</sup>) of each year to be approved by the School Committee.

The Superintendent of Schools shall have sole final discretion over classification decisions.

Revised and approved by the Arlington School Committee March 13, 2014

The Arlington School Committee reserves the right to make changes/deletions and/or additions to this Policy if deemed appropriate for the Arlington Public Schools.

\*Organized 501c3

\*\* Chief Financial Officer

### **COMMUNITY USE OF SCHOOL FACILITIES**

**All authorized persons or organizations must comply with the following terms and conditions for use of school buildings in the Town of Arlington.**

**The Arlington Public School District reserves the right to make changes and/or additions to these terms and conditions if deemed appropriate for the safe use of the school buildings.**

#### **Arlington School Committee - File: KF**

Permission to use school facilities may be granted by the Superintendent.

Permits shall be issued in writing by the Superintendent; a copy will be given to the custodian. Regardless of whether a building is open for other activities, permits will still be required for use of any part of the building.

The following conditions shall apply to permits for the use of school property, and shall be accepted and acknowledged in writing by each organization receiving a permit:

1. The intended use shall be in accord with the license granted for the building by the Massachusetts Department of Public Safety
2. The organization using school property shall protect the property from abuse or injury and shall be responsible for any damage occurring in connection with or in consequence of such use.
3. Smoking, alcohol and all prohibited substances are prohibited on school property. The organization using a school building shall enforce this rule.
4. An organization using school property shall be responsible for the behavior of persons attending or using the building or grounds in connection with the permit, and shall furnish at its

own expense such police or fire protection as the Superintendent, School Committee, or supervisor of custodians may direct.

5. All scenery and fixtures used in school buildings must conform strictly with fire laws and town ordinances. Any arrangements for scenery, refreshments, etc., must be made so as to cause no damage to school property and to meet the approval of school officials.
6. Payment of fees shall be made not later than the time of use. Please refer to Exhibit KF-E for the classifications applied when determining fees.
7. Violation or neglect of regulations governing the use of school property or unpaid bills may disqualify the organization for further permission to use school property.

LEGAL REFS.: M.G.L. 71:71

By-laws of the Town of Arlington, Title IV, Article w  
Exhibit KF-E

CONTRACT REF.: AEA, Unit A, and AAA, XIII-A

Revised and approved by Arlington School Committee September 22, 2011

**Arlington Public Schools**

### **Community and Other Use of School Facilities**

#### **Additional Information Regarding Rentals:**

1. Approved Permits/Applications are required for **all** events, functions and usage
2. The School Department reserves the right to consider all applications, reject and/or make necessary changes in the event of an emergency
3. Arlington Public Schools reserves the right to terminate any permit having given twelve (12) hours' notice. Should such termination take place, Arlington Public Schools shall not be held liable for any lost income, losses incurred, or otherwise any damages as a result of the termination.
4. The school district has the right of cancellation without liability if the facility is unavailable
5. Arlington Public Schools reserves the right to stop any event going past its time as stated on the permit issued
6. Buildings will only be opened to authorized representatives of the organization
7. No school building shall be rented to minors
8. No permit shall be granted which will allow for the selling, dispensing or consuming of alcoholic beverages.
9. No permit shall be granted in which 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 Chapter 271, 7a: raffles and bazaars.
10. Groups using a facility without an approved application/permit will be charged the maximum amount.

11. Renting organizations are responsible for proper use of facilities, supervision of activities, payment of damages, payment of police and fire protection, when required, and are responsible for any and all permits which are necessary for holding the event.
12. It is the obligation of the renter to provide appropriate levels of supervision of adults and minors for all events and programs.
13. Adequate and responsible adult (ages 21+) supervision shall be provided at all activities involving youth, and said supervision must be present throughout the program. Entry into the facility will not be permitted until the responsible supervision is present, and at the conclusion, the supervisor must remain until the last youth has safely left school property.
14. If school is closed due to a Snow Day or other weather-related event, all activities and programs will be cancelled and rescheduled.
15. Employees are not allowed to “donate” time to the renting organization in order to circumvent this policy.
16. Open flames/smoke/grills are not permitted in any school location without a permit/authorization from the Arlington Fire Department. Use of matches, candles, incense, and pyrotechnics are strictly prohibited.

**Building Rental Hours (Public Use of Facilities):**

AHS Gyms: After 8:00 P.M. – weekdays      AHS Auditorium: After 6:00 P.M. weekdays

Ottoson Middle School Gym & Auditorium: After 6:30 P.M. weekdays

Elementary Schools – After 6:30 PM - weekdays

Bishop  
Brackett  
Dallin  
Hardy  
Peirce  
Stratton  
Thompson

Any further details regarding use of school building and schedules, please call Facilities Rental Coordinator, 781-316-3518.

**Rental Restrictions:**

- \* School facilities are not available for rental during the regularly scheduled school day
- \* School facilities are not available for rental as back up rain sites for public rentals
- \* **Summer requests are rarely granted so that all schools can be cleaned and repaired for fall use. Exceptions are provided for Community Education Programs, Teacher Training, Workshops and/or meetings; and Parks and Recreation Programs or other programs approved by the Superintendent of Schools**

NOTE: The Superintendent of Schools may waive the above, if he/she deems the request to be an extraordinary event in the best interest of the schools and community.

Requests for School Department usage on non-school days must be coordinated and arranged through the Facilities Rental Coordinator – 781-316-3518. Please check for available hours during school vacations in December, February, and April.

**Room/Parking Capacities**

<b>Building</b>	<b>Space/Seating/Parking</b>	<b>Capacity</b>
<b>AHS</b>	Auditorium	940 seats
	Auditorium Stage	48' x 33'
	Cafeteria - Seating	~500
	Cafeteria - size	80' x 80'
	Café - Table capacity - all fixed seating	~500
	Gym seating	~1,000 fixed
	Gym 1 @ 2	
	Parking Around school	~250



	Front	~40
	Back	~150
	Pkg at Football Field	~30
	Parking at Baseball Field	~40
<b>Ottoson Middle School</b>	Auditorium	
	Stage size	
	Café - Seating	~300
	Gym Seating	225 fixed, 300 chairs
	Gym Size	
	Parking	75 Parking Spots
<b>Bishop School</b>	Auditorium	Gym
	Stage size	~20' x 30'
	Café - Seating	175
	Gym Seating	No fixed, 300 chairs
	Gym Size	
	Parking	25 Parking Spots
<b>Brackett School</b>	Auditorium	Gym
	Stage size	In Café, used as storage
	Café - Seating	115
	Gym Seating	125
	Gym Size	
	Parking	42 Parking Spots
<b>Dallin School</b>	Auditorium	in Café
	Stage size	20' x 20'
	Café - Seating	175
	Gym Seating	No fixed, 350 chairs
	Gym Size	
	Parking	38
<b>Hardy School</b>	Auditorium	Gym
	Stage size	20' x 20'
	Café - Seating	~150
	Gym Seating	50 fixed, 300 chairs
	Gym Size	
	Parking	35 Parking Spots
<b>Peirce School</b>	Auditorium	In Cafe
	Stage size	20' x 20'
	Café - Seating	140 fixed
	Gym Seating	No bleachers, 300 chairs
<b>Peirce School</b>	Gym Size	

Stratton School	Parking	25 Parking Spots
	Auditorium	In Café
	Stage size	45' x 25'
	Café - Seating	180 fixed
	Gym Seating	No Bleachers, 200 chairs
Thompson School	Gym Size	
	Parking	40 Parking Spots
	Auditorium	Gym
	Stage size	40' x 50'
	Café - Seating	160
	Gym Seating	No Bleachers, 300 Chairs
	Gym Size	
Parking	~40	

#### **PERMIT APPROVAL PROCESS**

1. **Applications for permits** must be filed through the Facilities Rental Coordinator, in the Payroll Office. An approved Permit, issued by the rental coordinator, **is required for all rental events, functions and usage regardless of whether a fee applies.** An approved "Application for Use of School Facilities" form is a requirement for consideration of a permit request. No permits

will be issued to a person under the age of 21. A copy of the permit shall be held by the representative of the group during the rental period and shall be shown to the custodial staff when requested. Permits will be distributed to renters, and groups will be invoiced as soon as possible (where appropriate).

2. **Liability Insurance Requirements:** All renters, except school and town departments insured under the Town's liability insurance policies, shall purchase and obtain commercial general liability insurance with a minimum of \$1,000,000 limit per incident (\$3,000,000 general aggregate). The Town of Arlington shall be named as additional insured and shall also be identified as the certificate holder. Insurance shall be specific to the requested rental, including listing of school building and shall be valid for the rental period. All renters shall provide update certificates as necessary. The Superintendent or his/her designee, may, in consultation with legal counsel and/or the Town's insurance agent, reduce or waive the minimum coverage limits according to the level of risk assigned to the activity.
  
3. Once the application is received, it will be reviewed for completeness. If any information is incomplete, the applicant will be contacted. Please note that incomplete applications will delay processing.
  
4. A security deposit of \$1,000 may be required for school rentals. Amount will be deducted from school facility usage invoice unless damage occurs during the rental. Users are responsible to pay for all damages incurred while using the school facilities.
  
5. Billing for the event will occur as soon as possible following the rental and is payable within 30 days from the date of invoice.

### **RENTAL FEE SCHEDULE**

Fees for use of facilities are established by the Arlington School Committee. Fees will be assessed based on the groups as defined in the Rental Policy (page 3 of this manual)

Please note that all rentals shall be made and billed in three hour increments. Minimum rental period is three hours.

Custodial rates are in addition to rental rates for facilities. Custodial rates are in accordance with the custodial contract.

Site	Rate – for three (3) hour block of time
High School – Blue Gym	\$150.00
High School – Red Gym	\$200.00
High School – Classroom	\$50.00
High School – Cafeteria	\$200.00
High School – Old Hall	\$200.00
High School – Lowe Auditorium	\$500.00
HS – Lowe Auditorium – Rehearsal	\$250.00
HS – Lowe Auditorium – Stage Lighting	\$150.00
All locations – Additional Technical Needs	To be Determined
Ottoson – Lower Gym	\$150.00
Ottoson – Old Gym	\$200.00
Ottoson – Cafetorium	\$300.00
Ottoson – Classroom	\$50.00
Elementary Classroom	\$50.00
Elementary – Gym	\$100.00
Elementary – Cafeteria	\$100.00
<b>**Energy/Administrative Fees - \$5.00 Per Hour</b>	Daily Rate - \$20 flat fee -4 hour usage; \$40 flat fee-8 hour usage
<b>PERSONNEL:</b>	
Custodial	\$45/Hr.* <span style="float: right;">\$60/Hr.*-Sundays</span>
Food Personnel	\$30/Hr.*

\*Estimated rates – actual rates are in accordance with the custodial and food personnel contracts.  
Sundays and holidays – applicable rates apply

ALL FEES AND CUSTODIAL REQUIRE A THREE (3) HOUR MINIMUM – Portions of hours will be rounded to the next full hour for billing purposes

\*\*When school facilities are used, additional expenses including heating, lighting, administrative and other operating expenses are incurred. Therefore, energy/administrative fees are charged to cover additional costs.

## SUPPORT SERVICES

### Arlington High School – Technology Assistance - Auditorium:

A member of the high school technology staff, assigned by the building principal, will be hired for all functions requesting usage of the light board and/or sound systems in the High School Auditorium. Billable hours will include any time before or after the rental for setup and close out procedures.

### Custodial:

1. School custodian(s) must be on duty at all times when buildings are in use. Custodians shall not be asked to grant special privileges which are not specifically designated on the permit.
2. Under no circumstances shall a custodian, either on regular duty or assigned for a specific program, be responsible for supervision of participants before, during or after an activity.
3. The responsibility of a regularly scheduled custodian will be to open and close the facility and insure that policies and procedures are followed at all times.
4. For events that require the services of a custodian, the number of custodians assigned shall be determined from the information provided by the organization on the application form. If there are any questions regarding the number of custodians assigned, the decision will be made by the Superintendent of Maintenance and Custodial.

### Specific Requirements:

#### **All facilities:**

1. **Rental Groups should not move equipment, tables, desks, art work, and any other materials from rental areas. Custodians should be notified when removal of materials is required. If rental groups move materials and materials are damaged in the process, the rental group will be responsible for any/all damages.**

#### **Gymnasiums:**

1. Hardball sports are not permitted in gymnasiums
2. Appropriate athletic footwear is required on gymnasium floors.

#### **Auditoriums:**

1. No decorations consisting of loose materials (confetti, streamers, etc.) may be used in the auditoriums. All other decorations must be approved prior to use.
2. Usage of school equipment located in the auditorium must be requested and approved when completing the Application for Use of School Facilities.
3. Organizations requesting to bring their own equipment into the buildings must make arrangements through the Rental Coordinator during the initial application. Equipment brought into schools must be removed immediately after the event. Arlington Public Schools are not responsible for any property left on premises, either after the completion of an event or during the period of an extended rental of the facilities.

4. If maintenance staff personnel are required during rental period, additional fees apply.

**Classrooms:**

1. Renters are not allowed to rearrange classroom space for their usage. Only authorized Arlington Public School custodial staff will move classroom materials, desks, chairs, etc. to a safe location within the rooms being rented.
2. Renter will assign a member of their staff or volunteer to provide supervision of classroom areas while children are in the room to insure that furniture and materials that have been moved to a secure area are not disturbed. Failure to assign coverage for classroom areas or any destruction of classroom materials will result in denial of any future rental requests.

**Other Rules & Regulations:**

**Food and Beverages:**

1. Beverages and/or food are not allowed in our auditorium or gymnasiums at any time. Water is allowed in gyms and in the auditorium spaces. It is the renter's responsibility to insure that this regulation is enforced. Any additional costs incurred by the Arlington Public Schools due to violations to this regulation will be billed to the renter. Failure to assign appropriate coverage to insure enforcement of this regulation will result in denial of any future rental requests.
2. Beverages and/or food will not be sold or served on school premises unless permission is granted for specific areas to serve or sell and for consumption. All Board of Health regulations and permits, rules apply and must be adhered to at all times.

**Accidents and Damage to Building Spaces and/or Equipment:**

1. Decorations, posters, etc. will not be affixed to any part of a building unless specific approval is authorized on the permit. If approved, said decorations must be affixed as to not cause permanent damage to the building.
2. The permit holder is responsible for the cost of repairs or replacements needed for damage occurring during his/her use including damage resulting from authorized or unauthorized usage of Arlington Public School equipment. Failure to pay will lead to denial of future permits for that individual or organization.
3. All incident reports relating to the condition of the classrooms or rented spaces after a rental will be forwarded to the facilities rental coordinator.

## HAZING

1. **Section 19 of Chapter 269 of the MGL requires that school districts provide any/all groups or organizations which use its schools or property with a copy of the law. It is renters' responsibility to distribute the law to each member of the organization and to collect acknowledgements of the receipt of the law.**

### **Section 17. Hazing: Organizing or participating: Hazing Defined**

Whoever is a principal organizer or participant in the crime of hazing, as defined herein, shall be punished by a fine of not more than three thousand dollars or by imprisonment in a house of correction for not more than one year, or both such fine and imprisonment.

The term "hazing" as used in this section and in sections eighteen and nineteen shall mean any conduct or method of initiation into any student organization, whether on public or private property, which wilfully or recklessly endangers the physical or mental health of any student or other person. Such conduct shall include whipping, beating, branding, forced calisthenics, exposure to the weather, forced consumption of any food, liquor, beverage, drug or other substance or any other brutal treatment or forced physical activity which is likely to adversely affect the physical health or safety of any such student or other person, or which subjects such student or other person to extreme mental stress, including extended deprivation of sleep or rest or extended isolation.

Notwithstanding any other provisions of this section to the contrary, consent shall not be available as a defense to any prosecution under this action.

### **Section 18. – Failure to Report Hazing**

Whoever knows that another person is the victim of hazing as defined in section seventeen and is at the scene of such crime shall, to the extent that such person can do so without danger or peril to himself or others, report such crime to an appropriate law enforcement official as soon as reasonably practicable. Whoever fails to report such crime shall be punished by a fine of not more than one thousand dollars.

### **Section 19. Copy of Sections 17-19: Issuance to students and student groups, teams and organizations**

Each institution of secondary education and each public and private institution of post-secondary education shall issue to every student group, student team or student organization which is part of such institution or is recognized by the institution or permitted by the institution to use its name or facilities or is known by the institution to exist as an unaffiliated student group, student team or student organization, a copy of this section and sections seventeen and eighteen; provided, however, that an institution's compliance with this section's requirements that an institution issue copies of this section and sections seventeen and eighteen to unaffiliated student groups, teams or organizations shall not

constitute evidence of the institution's recognition or endorsement of said unaffiliated student groups, teams or organizations.

**Section 19. Copy of Sections 17-19: Issuance to students and student groups, teams and organizations (CONTINUED)**

Each such group, team or organization shall distribute a copy of this section and sections seventeen and eighteen to each of its members, plebes, pledges or applicants for membership. It shall be the duty of each such group, team or organization, acting through its designated officer, to deliver annually, to the institution an attested acknowledgement stating that such group, team or organization has received a copy of this section and said sections seventeen and eighteen, that each of its members, plebes, pledges, or applicants has received a copy of sections seventeen and eighteen, and that such group, team or organization understands and agrees to comply with the provisions of this section and sections seventeen and eighteen.

Each institution of secondary education and each public or private institution of post-secondary education shall, at least annually, before or at the start of enrollment, deliver to each person who enrolls as a full time student in such institution a copy of this section and sections seventeen and eighteen.

Each institution of secondary education and each public or private institution of post-secondary education shall file, at least annually, a report with the board of higher education and in the case of secondary institutions, the board of education, certifying that such institution has complied with its responsibility to inform student groups, teams or organizations and to notify each full time student enrolled by it of the provisions of this section and sections seventeen and eighteen and also certifying that said institution has adopted a disciplinary policy with regard to the organizers and participants of hazing, and that such policy has been set forth with appropriate emphasis in the student handbook or similar means of communicating the institution's policies to its students. The board of higher education and, in the case of secondary institutions, the board of education shall promulgate regulations governing the content and frequency of such reports, and shall forthwith report to the attorney general any such institution which fails to make such report.



**CONTACT INFORMATION**

Should there be any question relative to the rental of facilities and the issue of appropriate permits, insurance, or other specifics, please contact the Facilities Rental Coordinator at 781-316-3518

If your rental requires additional permits and/or details; i.e., Police, Fire, Board of Health, etc., please contact the appropriate office listed below:

Facilities Rental Coordinator	781-316-3518
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Arlington Board of Health	781-316-3170
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Arlington Fire Department	781-316-3800
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Arlington Police Department	781-316-3906
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CFO – Business Office – Arlington Public Schools	781-316-3511
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Superintendent of Schools	781-316-3501
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Director of Food Services

781-316-3643