

**COMMUNITY USE OF SCHOOL FACILITIES**  
**BERLIN MEMORIAL SCHOOL**

The Superintendent is hereby authorized to make the facilities of Berlin Memorial School, including the grounds and adjacent soccer field, available to community groups within the town of Berlin subject to an approved schedule of fees. Rental fees reflect estimated average costs of fuel, electrical power and depreciation.

All requests for allowable use shall be made through the office of the school Principal. Any application for use of facilities by an individual or group of a nature other than that specified above shall be referred to the Superintendent and/or School Committee for decision.

All organizations who use or rent facilities from the school shall be held financially responsible for any damage to the school or its equipment occurring in connection with the rental.

In accepting rental bookings, the Principal shall give priority to any regular school activity over any outside rental or use.

The School Committee will cooperate with recognized agencies, such as the Red Cross and Civil Defense, and will make suitable facilities available without charge during community emergency or to prepare for civil defense.

**A. SERVICE FEES**

1. Any groups using the school facilities shall pay a fee of 1 ½ times the hourly rate for custodial services if this occurs in other than normal working hours of each custodian, or if custodial services are directly needed by the group during rental times.
2. The kitchen may be used without cost by a group renting the cafeteria for serving purposes only. In case groups wish to use the dishes, silver and cooking utensils of the cafeteria, a school cafeteria worker shall be present to supervise such use and the user shall pay a fee of 1 ½ times the hourly rate for cafeteria services.

The groups will be billed from the Superintendent's Office immediately following the event. Since custodians and cafeteria workers are not paid until receipt of the money by the School, it is expected that the group responsible for payment will do so within a two-week period or a 10% surcharge will be added.

If custodial or cafeteria services are required on a weekend or holiday, there will be a minimum of three (3) hours service charged.

**B. RENTAL FEES**

The School Committee shall establish annually the rates to be charged for both profit and non-profit

organizations. Payment of these fees for use of facilities is to be paid at the time of rental approval. Both the fee and method of payment may be negotiated between the Superintendent and sponsoring group in the case of the building being rented for a series of dates.

The Superintendent will waive rental fees for all municipal government boards and for non-profit Berlin youth groups such as Boy Scouts and non-profit recreational sporting activities, providing a designated school staff member (custodian, principal, or superintendent) or volunteer(s) authorized by the Superintendent (“authorized volunteer”) is/are present and will accept the responsibility for proper use of the building at all times during such use.

All rental fees and donations received for building use are to go to the Director of Financial Services and shall be deposited in the Rental Revolving Account for Berlin Memorial School

**C. CONDITIONS OF RENTAL**

1. When a charge is to be made by a group, liability insurance coverage will be obtained with a copy to the Superintendent.
2. Expected audience or users are to be primarily District residents.
3. Teams must furnish their own equipment; basketballs, etc.
4. SMOKING IS PROHIBITED IN ANY PART OF THE BUILDING AT ALL TIMES by groups or organizations using or renting any school facilities.
5. UNDER NO CIRCUMSTANCES WILL ALCOHOLIC BEVERAGES BE ALLOWED IN THE BUILDING OR ON THE GROUNDS. Requests for exception to this policy shall not be granted by the School Committee.
6. In the case of youth groups renting the building, a person twenty-one years of age or older is to be responsible for rental fees and conforming with all aspects of “Conditions of Rental”.
7. Community use of school facilities shall be secondary to and shall in no way interfere with or hinder the normal functioning of the school program.
8. All parking regulations will be enforced, with reserved areas left open and the handicapped space respected.
9. Only those facilities requested and authorized by the Principal will be available for use within the approved time periods.
10. IN THE EVENT OF EMERGENCY, please contact the custodian on duty in the building.
11. Any use of school facilities for private gain or personal use must be approved by the School Committee.

12. Internal Revenue Code regulations on admissions tax will be observed.
13. A school custodian or an authorized volunteer must be present at all times when any facility is in use.
14. The custodian has full authority to see that the provisions of the permit are enforced.
15. Provisions must be made for crowd control. The Principal shall be informed at least 48 hours *prior* to use of facilities, of the arrangements which have been made with departments as to the number of police to be on duty.
16. A representative from the group holding the permit must be present for the entire activity and shall be responsible for the decorum of his/her group as well as that of the spectators.
17. Groups to whom school facilities have been made available are responsible for theft or destruction of school property. Bathrooms and water fountains shall be inspected after each facility use for vandalism, running or leaking water, and cleanliness. Facilities used must be left in the condition in which found.
18. All decorations must be fireproofed and shall be installed under the supervision of school personnel.
19. All groups or individuals renting or using school facilities must indicate that they will abide by the General Laws of Massachusetts, Chapter 269, Sections 17 - 19, "*An Act Prohibiting the Practice of Hazing.*"
20. *Berlin Memorial School assumes no liability either for injuries to persons who are on school premises or damage to any equipment. The holder of a permit to use the school facilities agrees to accept all equipment and property as is and waives any and all claims against the School Committee, its members, employees and agents for any injury, accident, illness, expense or claim of damage of any kind whether to persons or to property which may occur as a result of the use of school facilities by said holder or by others under its expressed, implied or apparent authority. The holder of a permit further agrees to assume all liability and to indemnify and hold harmless the School Committee, its members, employees and agents for any and all claims, liabilities, or expenses of any kind whether for injury to persons or damage to the buildings, equipment or other property arising out of the use of school facilities by the said holder or by others under its express, implied or apparent authority. The above waiver, assumption of liability and indemnification shall be effective and binding notwithstanding that the condition of the facility may have caused or contributed to the injury, damage, expense or claim.*

**D. CONDITIONS FOR USE OF GYMNASIUM**

1. With the exception of water bottles for the athletes, **there will be absolutely no food or drinks allowed in the gym.** Any water spills will be cleaned up immediately.

2. Neither the bleachers nor the stage or any school equipment will be used without prior approval of the Berlin Memorial School administration.
3. No chairs will be brought in and placed on the gym floor.
4. The use of hard balls is prohibited in the gym.
5. Bouncing balls off the walls is prohibited.
6. Kicking or throwing balls to the ceiling (which may break light bulbs/fixtures, etc.) is prohibited.
7. Ball playing will be limited to the gym only.
8. Children/siblings of players will be supervised at all times.
9. There should be at least (but not limited to) two adults to supervise each group of children/adolescents while using the school's facilities with at least one adult providing supervision in the hallway and monitoring activity in bathrooms and security of the doors at all times. At least one adult shall supervise all activity of the students in the gym. Depending on the number of participants at an event, additional adult supervisors may be required by the school administration.
10. Once each person has entered the building, he/she must stay in the building until the activity is over or he/she wishes to leave the grounds. (Going in and out of the facility will not be allowed.)
11. The Administration, at its discretion, may require that the group have a police officer on duty during its use of the facility. The cost of the required police officer shall be the responsibility of the group using the building.
12. The group using the building shall be responsible for returning the facility to the condition in which it was found before they lock and secure the building. This includes (but is not limited to): dry mopping and/or wet mopping the gym and hallway floors, cleaning restrooms and discarding of all trash in appropriate receptacles.
13. Bathrooms and water fountains shall be inspected after each facility use for vandalism, running or leaking water, and cleanliness.
14. All blood/body fluids must be cleaned with disinfectant supplied by the custodian.
15. All lights in the gym, hallway, and bathrooms will be inspected after each use to assure that they are in proper working order, and when leaving the building all lights will be turned off.
16. In inclement weather and to save wear and tear on the gym floor, students and parents are asked to remove their boots/street shoes in the hallway and wear only sneakers into the gym.

**E. AUTHORIZED VOLUNTEER**

Each school year the Principal of Berlin Memorial School will approve and designate up to six (6) authorized volunteers to oversee meetings or recreational sporting activities to be held at Berlin Memorial School.

An “authorized volunteer” is a person affiliated with the organization using the building who assumes the same responsibility for the proper use of the building as a designated school staff member. The authorized volunteer will agree to the following conditions:

1. He or she will assume responsibility for the building during the organization’s use, including assuring that attendees of the organization’s event or activity use only the portion(s) of the building authorized for the organization’s use, opening the building for the organization’s activity or event, and closing and locking the building following the activity or event. He or she will remain in the building at all times after opening the building until he/she has locked the building. After each use of the building, the authorized volunteer will inspect the facilities used and sign off on an itemized checklist of areas that have been inspected and tasks completed before leaving the building.
2. An authorized volunteer is responsible for having snow removed in the parking lot by the Town of Berlin and on walkways before any weekend use of the facility. No weekend use of the building will be allowed until the walkways and parking lots are cleared of snow and sanded when slippery.
3. On an annual basis, he or she will, prior to becoming an authorized volunteer, successfully complete a training session directed by the Superintendent or his/her designee and conducted by a building custodian. The training session will focus on, but not be limited to, maintenance, security and operational building procedures and emergency procedures. The authorized volunteer will be provided with a list of emergency contacts in the event of a building emergency, such as a pipe bursting, toilet overflowing or fire.
4. If the authorized volunteer is unable to assume the responsibility for a particular event or activity that has been scheduled by the organization, he or she must notify the Superintendent at least three days in advance and either another authorized volunteer from the organization shall substitute, or the organization shall pay for custodian service for that day. Only authorized volunteers may serve as a substitute. If the organization does not have another authorized volunteer, it must pay the custodial fee of one and one-half (1 1/2) times the custodial hourly rate or forfeit the use of the building for the particular event or activity.
5. Prior to becoming an authorized volunteer, the Superintendent will request and obtain criminal record information (CORI) from the Criminal History Systems Board and evaluate such information to determine if the individual poses an unacceptable risk to children. CORI information will be used only for the protection of children and for no other purpose. Persons applying to be authorized volunteers are required to provide the Superintendent with authorization to obtain their CORI information.

6. The authorized volunteers will be entrusted with the building security code and key. The door key for the building will be available at the Berlin Police Station 30 minutes prior to any scheduled weekend building use. The key must be returned to the Police Station within 30 minutes after the authorized volunteer leaves the building after the group's event.

The Superintendent has the right to rescind authorization for an organization to use an authorized volunteer instead of a designated staff member for any reason and without prior notice.

*Approved: Berlin School Committee – February 10, 2015*