

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

Dear Facility Applicant:

This form has been updated by the Dudley-Charlton Regional School Committee to include the requirements concerning the Commonwealth of Massachusetts Executive Office of Health & Human Services new head injury and concussion law. While not a requirement of the law, the School Committee is strongly suggesting that all athletic groups requesting the use of District facilities ensure that all participants receive and complete the on-line head injury and concussion training as outlined on page 6 of this school rental contract.

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

SCHOOL RENTAL CONTRACT

PLEASE CHECK ONE:

SECONDARY (Grades 5-12) SCHOOL USAGE*

ELEMENTARY SCHOOL USAGE

***All organizations using a secondary school must submit to the District Office a signed annual Statement of Acknowledgement of the Anti-Hazing Law – MGL c 269 §§ 17-19. (See attached Statement of Acknowledgement form)**

The Dudley-Charlton Regional School Committee encourages the use of school facilities for educational, charitable, recreational and civic purposes, sponsored by recognized, responsible organizations. The Dudley-Charlton Regional School District is committed to ensuring that all of its programs and facilities are accessible to the public. We do not discriminate on the basis of age, color, disability, national origin, race, religion, sex or sexual orientation.

All requests must be submitted a minimum of 4 weeks prior to the event.

Event/Organization Name			
Contact Person			
Contact Information		Telephone:	Email:
School Requested* (please list 1 st and 2 nd choice) <small>*One rental application per school</small>		1st Choice	2nd Choice
Describe Function			
Date(s) Requested (please list 1 st and 2 nd choice)		1st Choice	2nd Choice
Hours Requested (please list 1 st and 2 nd choice)		1st Choice	2nd Choice
Participants/Spectators		# of Participants:	# of Spectators:
AREA(S) REQUESTED			
<input type="checkbox"/>	Gymnasium	<input type="checkbox"/>	Cafeteria
<input type="checkbox"/>	Auditorium	<input type="checkbox"/>	Library
<input type="checkbox"/>	Classroom(s)	How many?	<input type="checkbox"/>
<input type="checkbox"/>	Other (Please specify)		
<input type="checkbox"/>			Cafeteria with Kitchen Staff
<input type="checkbox"/>			Bathrooms
<input type="checkbox"/>			Athletic Fields
ADDITIONAL REQUIREMENTS			
Does you, as the requesting organization, have an in-force General Liability Policy:		If yes, please list limits: Body Injury	
<input type="checkbox"/> Yes <input type="checkbox"/> No		\$ _____ Property _____	
Is activity open to general public:		Will admission fee be charged?	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Is organization non-profit?		If yes, a letter from the IRS showing tax exemption status has been submitted with this application.	
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Are you serving or selling any type of food?		If yes, you must contact: Matthew Greenberg, Food Services Director	
<input type="checkbox"/> Yes <input type="checkbox"/> No		mgreenberg@dcrsd.org or 508-943-5167	
APPROVED (For Office Use Only)		School:	
		Location:	
		Date(s):	
		Hour(s):	

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

PLEASE REFER TO THE FOLLOWING PAGE FOR RENTAL RATES, PERSONNEL CHARGES, AND RELATED INFORMATION

The individual signing the request form hereby assumes responsibility for any accidents, injury or damages that may occur to the building or equipment made available to him/her and for any repairs required as a result of same. Accidents or damages that occur during the use of a school facility must be reported to the principal or designee within 24 hours.

In consideration for the use of facilities owned or operated by the Dudley-Charlton Regional School District, the undersigned organization hereby releases and holds harmless the Dudley-Charlton Regional School District and its employees, agents, and volunteers, (collectively "the District") from and against any and all injuries, damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the use of such facilities by the undersigned organization or its employees, agents, or volunteers, and further agrees to indemnify the District from and against any and all injuries, damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) by third parties arising out of or in connection with the organization's or its employees', agents', or volunteers' activities on or about the rented premises.

Please familiarize yourself and your group members with this School Rental Contract and its attachments, sign and return. No reservation will be made until this application is returned and approved by the Superintendent of Schools.

I have read this Contract and all its attachments and the regulations for the use of the Dudley-Charlton Regional School District property, and accept the responsibility for payment of bills, the observance of all regulations, and all terms hereof. I will finalize all arrangements with the District Office one week prior to specified date and earlier to the extent required above.

DATE: _____ PHONE: _____

SIGNATURE: _____ PRINT NAME: _____

HOME ADDRESS: _____

Organization:	Address:	Phone:
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APPROVED (Custodial Charges) APPROVED (Kitchen Charges) APPROVED (Custodial and Kitchen Charges)

APPROVED (No Charges) NOT APPROVED APPROVED (Rental Charges)

APPROVED BY PRINCIPAL:

A current Certificate of Insurance, with proper limits of liability, and showing the District as an additional insured and not merely as a certificate holder, has been provided.

If using a secondary school (grades 5-12), a signed annual Anti-Hazing Statement of Acknowledgement has been received by the District in conjunction with M.G.L. c. 269 §§ 17-19, a copy of which is included with this rental application for distribution to players/participants.

District Office Approver

Date

DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

Regulations for use of building and/or property:

1. The use of school-sponsored activities will have priority over use by outside organizations. Per M.G.L.c.71, sec. 16(r) no use may interfere with the educational programs being conducted at the school.
2. Mass. General Law requires obtaining **Criminal Offender Record Information**, (CORI) for all volunteers and others who may have direct and unmonitored contact with children. This includes volunteers, chaperones, coaches, etc. It is the responsibility of the renting organization to ensure that a completed CORI is done on all coaches, volunteers, chaperones, or anyone having direct and unmonitored contact with children **prior to the event.**
3. Mass. General Law prohibits smoking or alcoholic beverages on school property.
4. A Certificate of Insurance, with limits of liability of at least \$1,000,000 Bodily Injury and Property Damage Liability per occurrence/\$3,000,000 aggregate, **must** be submitted as evidence of insurance coverage at least seven (7) days in advance of the event and must designate both the using organization **and** the Dudley-Charlton Regional School District as insureds and not merely as certificate holders. The absence of such a certificate will preclude use of the facility. If the organization does not have General Liability coverage, coverage can be obtained through the District's Insurer under a Special Events program.
5. In compliance with Massachusetts General Laws, the school committee prohibits firearms and other dangerous weapons in schools and adopts the statutory definitions of a firearm and other dangerous weapons in addition to any definitions it may include in its student-parent handbook.
6. Hazing of students is prohibited by state law, and is defined as any conduct or method of initiation into any student organization that willfully or recklessly endangers the physical or mental health of the student. **I understand that if I am using either middle school or the high school, I must submit to the District a signed Annual Statement of Acknowledgement of the Anti-Hazing Law – M.G.L. c 269, §§ 17-19, a copy of which is included with this rental application that I must distribute to players/participants.**
7. No other area than that approved for use on the application shall be used. No school material or furniture may be used without permission of the Superintendent. For any major function requiring use of a stage with scenery, the facility must be requested with additional time to allow setting up and dismantling of the scenery.
8. No gaming (e.g., gambling, raffles, lotteries, bingo or other games of chance) shall be permitted.
9. No food or beverages will be permitted without permission of the building principal. A member of the cafeteria staff **must** be present when the kitchen facilities are used.
10. Requests will be approved only for the type of activity for which the location is intended.
11. Users will assume full responsibility for the proper use of facilities and for payment of damages.
12. Adequate police protection will be required for certain events. A minimum of one policeman will be required for any event involving 100 or more children above the age of 12. A minimum of one policeman will be required for any event involving more than 200 adults. Additional police supervision, as determined by the Superintendent of Schools, may be required. All organizations must arrange and pay for police services directly through the local Police Department.
13. Sufficient adult chaperones, as determined by the Superintendent of Schools, must be present at all youth activities. There shall be at least one chaperone for every 25 children, but the Superintendent may require more in his/her discretion.
14. Functions must end by 11 p.m., except by special arrangement with the Superintendent of Schools.
15. If school is closed due to a snow day or other emergency, all events and activities will be cancelled. It is the organization's responsibility for rescheduling. Facility rentals are not available during holidays or school vacation weeks – the first day of vacation through the following weekend of vacation week.
16. School personal properties, such as projectors, recorders, amplifying units, etc., are not included in the rental contract.
17. All non-profit organizations will be charged a custodial fee only. **A letter of determination from the IRS or other documentation to verify tax-exempt status must accompany this application.** Profit-making organizations will be charged a facility fee in addition to a custodial fee. Refer to School Rental Fee Schedule for definition and applicable fees. Additional charges will apply for excess clean up.
18. Fees associated with the use of facilities will vary contingent upon the nature of the sponsoring group and the activity. The Superintendent reserves the right to modify or waive fees when, in his/her judgment, circumstances so warrants.
19. Renting organizations may not share the use of the facility rental with another organization without written permission from the Superintendent.
20. Thirty-six hours notice will be required in the event of cancellation; otherwise the applicant will be responsible for the custodial and facility rental fees.
21. The Dudley-Charlton Regional Public Schools are not responsible for any personal property present or left on the premises.
22. The Superintendent reserves the right to refuse the use of facilities to any group that has violated any condition, rule, regulation, or guideline concerning use of the premises in the past or which has otherwise abused this privilege.

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23. **The following items are prohibited on the Carmignani Field: No motorized vehicles, no bicycles, no scooters, no skate boards, no roller skates, no inline skates, no dogs/pets, no gum, no Gatorade (including all colored drinks), no coffee, no seeds of any type, no tobacco products, no metal cleats, no food or drink other than water.**

USE OF FACILITIES – GUIDELINES

The categories of groups and the fee schedule are listed below.

Group A: *Town Department Related:* A department, board, committee, or commission that is subject to appropriation by Town Meeting or exists as a requirement of state statute or by virtue of a town bylaw. An extension of this includes organizations, which, in the good faith judgment of the Superintendent, are independent from government structure, but are integral to the function or operation of the Town.

Recognized Parent Groups: Parents who formally organize as a Parent Teacher Organization or Parent Teacher Student Organization within the District, with or without the acronym in their title will be treated as a Town Department. Although these groups may or may not be nonprofit organizations, formed by parents, and independent of public schools and control by schools, school districts, and school employees, their mission is to support and fund enrichment and curriculum standards for classroom students attending the Dudley-Charlton Regional School District. This definition includes, but is not limited to, the booster clubs or other similar formerly organized groups which are broad based in their support of students attending the Dudley-Charlton Regional School District.

Group B: *Registered Public Charities:* A registered public charity is an organization exempt under IRS Code §§501(c) or 501(c) (3) and has registered with the Division of Public Charities under the Attorney General's Office. Non-profit groups operating a one time fund-raising event for the benefit of the Dudley-Charlton Public Schools or citizens of Dudley or Charlton with a Certificate of Solicitation from the Division of Public Charities will be charged as a Registered Public Charity for that single event.

Community Groups and Activities: Any youth group, community, or recreational activities sponsored by a non-profit Dudley or Charlton organization or group deemed by the Superintendent for the welfare of the community, non-profit groups operating a one time fund raising event for the benefit of the Dudley-Charlton Regional School District, or citizens of Dudley or Charlton with a Certificate of Solicitation from the Division of Public Charities, will be charged as a Registered Public Charity for that single event.

A letter of determination from the IRS or other documentation to verify tax-exempt status must accompany this application

Group C: Any society, organization or individuals desiring to rent a school facility for fund-raising purposes of a non-charitable nature, or to use the facility for their own public recreational or entertainment purposes, (e.g., community groups, art, music or drama groups) will be charged according to the current schedule.

Group D: *For-profit camps or clinics.* A fee of \$250 per camp/clinic will be assessed to the camp operator. Consideration for fee adjustment for low enrollment must be appealed to the Superintendent of Schools.

Please contact the Board of Health office at the applicable Town Hall for any required permits (i.e., chemical toilet permits, food permits).

A refundable deposit of \$250.00 or 50%, whichever is higher, of the estimated total fee shall be paid and received by the District no later than ten (10) days in advance of the rental date. This deposit will be applied to the final expenses. Payment must be in the form of a certified check, treasurer's check, or money order payable to the Dudley-Charlton Regional School District. These requirements may be modified by the Superintendent for Group A activities only.

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USE OF FACILITIES – GUIDELINES (continued)

School Rental Fee Schedule

(Rental Fees Subject to Change per School Committee Approval)

The following schedule of fees shall be assessed for school facility rental upon decision of the Superintendent.

Facility	Group A Rate	Group B Rate	Group C Rate	Group D Rate
Auditorium	N/A	N/A	\$600/day (up to 5 hrs.) \$120/hr for each add'l hr. + custodial fees + ancillary charges	A fee of \$250 per camp will be charged to the camp/clinic operator for all for-profit camps and clinics. Consideration for fee adjustment for low enrollment must be appealed to the Superintendent of Schools.
Gymnasium (Elementary, Middle or High School)	N/A	N/A	\$500/day (up to 6 hrs.) \$100/hr for each add'l hr. + custodial fees (\$32/hr. min 4 hrs)	
Cafeteria without Staff	N/A	N/A	\$50/hr. + custodial fees (\$32/hr. min 4 hrs)	
Kitchen with Required Staff	\$23.00/hr (min 4 hrs)	\$23.00/hr (min 4 hrs)	\$50/hr. + staff fees (\$23/hr. min 4 hrs) + custodial fees (\$32/hr. min 4 hrs)	
Library (Excludes access to collection)	N/A	N/A	\$50/hr. + custodial fees (\$32/hr. min 4 hrs)	
Classrooms (Max. of \$100 / day for multiple days)	N/A	N/A	\$25/hr. + custodial fees (\$32/hr. min 4 hrs)	
Athletic Field / Outdoor Facilities (Middle or High School)	N/A	N/A	\$75/hr. + \$50/hr for lighting usage + custodial fees (\$32/hr. min 4 hrs)	
Athletic Fields / Outdoor Facilities (Elementary Schools)	N/A	N/A	\$25/hr. + custodial fees (\$32/hr. min 4 hrs)	
Custodial	\$32.00/hr (min 4 hrs)	\$32.00/hr (min 4 hrs)	\$32.00/hr (min 4 hrs)	
Audio Visual Technician (Required with Auditorium Rental)	\$26.00/hr (min 4 hrs)	\$26.00/hr (min 4 hrs)	\$26.00/hr (min 4 hrs)	

Personnel Fees

Custodial: A custodian must be on the premises at all times. Rental charges will start as soon as the building is accessible. Charges may be added to clean the facility after use. Current hourly rate is \$32.00. A minimum of 4 hours is required.

Kitchen: No access to the kitchen is available unless a cafeteria worker is present. This person will have full authority over all kitchen equipment and may restrict access to certain equipment. Current hourly rate is \$23.00. A minimum of 4 hours is required.

Ancillary Charges: The use of AV staff, air conditioning, field lighting, or other costly services may result in additional charges to be determined at the time of request.

STATE LAW REGARDING SPORTS-RELATED HEAD INJURY & CONCUSSIONS

The Commonwealth of Massachusetts Executive Office of Health and Human Services now requires that all schools subject to the Massachusetts Interscholastic Athletic Association (MIAA) rules adhere to the following law. Student-athletes and their parents, coaches, athletic directors, school nurses, and physicians must learn about the consequences of head injuries and concussions through training programs and written materials. The law requires that athletes and their parents inform their coaches about prior head injuries at the beginning of the season.

While the law does not specifically require youth or outside community groups to adhere to this regulation, the Dudley-Charlton Regional School Committee strongly advises parents, coaches and students who plan to participate in any athletic program at our District facilities to also take a free on-line course which contains all the information required by the law. This is available through the National Federation of High School Coaches. You will need to click the "order here" button and complete a brief information form to register. At the end of the course, you will receive a completion receipt. The entire course, including registration, can be completed in less than 30 minutes.

<http://www.nfhslearn.com/electiveDetail.aspx?courseID=15000>

It is the responsibility of each athletic group requesting the use of District facilities to ensure that all participants receive and complete the on-line head injury and concussion training.