GREATER LOWELL TECHNICAL HIGH SCHOOL

RULES AND REGULATIONS GOVERNING USE OF SCHOOL FACILITIES

SUPERINTENDENT-DIRECTOR
Joseph Mastrocola, Superintendent-Director

SCHOOL COMMITTEE

LOWELL
Curtis LeMay
Fred W. Bahou, Jr.
Raymond J. Boutin
George W. O’Hare

DRACUT
Joseph M. Espinola, III
Paul E. Morin

DUNSTABLE
Kempton P. Giggey

TYNGSBORO
George Tatseos

250 Pawtucket Boulevard, Tyngsboro, Massachusetts 01879
Telephone (978) 441-4902, Fax (978) 441-5333
RULES AND REGULATIONS FOR USE OF SCHOOL FACILITIES

1. School facilities are available for the use thereof by individuals and associations for educational, recreational, social, civic, philanthropic and like purposes after the regular school day.

2. The Superintendent-Director or his/her designee reserves the right to approve or disapprove the use of school facilities or to revoke a permit previously granted when it deems such action to be in the best interests of the community.

3. The applicant agrees to indemnify and hold harmless the Greater Lowell Regional Vocational Technical School District, its agents, servants, employees, officers, representatives and members of its School Committee and the three member towns and the City of Lowell from any and all claims or demands of any nature or payment of damages arising out of the conduct of the activity of the organization, and in the event of a claim or suit against any of the foregoing person(s) or entities arising out of or in any way connected with said activity, applicant agrees to provide a defense for and to pay any judgment or settlement which may be obtained against said person(s) or entities.

4. Applicant will be required, to secure liability insurance with an insurance company licensed to conduct business in the Commonwealth of Massachusetts specifically naming the Greater Lowell Regional Vocational Technical School District, its agents, servants, employees, officers, representatives, and members of its School Committee as additional insured in an amount of not less than $1,000,000 combined single limit for bodily injury (including death) and property damage, and to execute a release and indemnity agreement on a form to be provided by the District. A copy of the insurance binder shall be delivered to the Business Office no later than 10 days before the event. A permit will be issued upon receipt of payment and insurance binder.

APPLICANT RESPONSIBILITIES

1. Applicant agrees to enforce local and state safety regulations including:
   - No smoking on school property.
   - All aisles, passageways and exits are to be kept clear at all times.
   - No flammable decorations are to be used.
   - Use of alcoholic beverages on school premises is prohibited.

2. Authorized organizations are totally responsible for the actions of all participants involved in organization activities. Applicant assumes full responsibility for any and all damages and any unusual activities to school property that necessitates extra custodial assistance over and above normal wear and tear occurring during their event.

3. Applicant assumes full responsibility for collection and payment of any Federal or State tax added to the admission charge.

4. Supervisor and/or those in charge of event using school property shall not depart until their entire group has left the premises. He/she must also notify the security guard upon admission to and exiting from the Greater Lowell Regional Vocational School property.
5. All parking regulations must be followed and all fire lanes must be free from parked cars.

6. No collection of money is allowed at the entrance gate of the school for safety reasons.

7. All school-use permits are non-transferable. Any misuse of said permit will result in permanent organization suspension.

8. Applicant agrees to assume the following financial obligations upon assessment by the Superintendent-Director or his/her designee.

- **Police Protection** - One or more officers as determined by school officials and Police Department. Organizations to make direct application and payment to the Tyngsboro Police Department.
- **School Personnel Service** - Financial obligations for all school personnel services (except Police) shall be paid in full no later than 10 days before event. Check must be made out to the Greater Lowell Regional Vocational Technical School District.
- **The District** will determine the staffing requirements based on the submitted application. An invoice will then be sent to applicant depicting the current contractual rate for all member units, e.g. security, custodial, groundskeepers, etc. (4 hour minimum)

**FACILITIES**
The Greater Lowell Regional Vocational Technical School District may waive the rental fees for the use of the gym or fields for any duly organized charitable organization within the District or any member community that wishes to use the school facilities for recreational purposes providing, however, that said group maintains insurance coverage in accordance with the District's Use of School Facilities Policy. In addition, a Lowell, Dracut, Dunstable or Tyngsboro non-profit organization may be granted the use of the Greater Lowell Regional School Facilities at the discretion of the Superintendent-Director or his/her designee at 1/2 the normal rental charge. The following schedule of fees will prevail for the use of facilities by organizations that do not qualify for rental free use:

**INCLUSIVE TIME**
Time of entry of first person into building to time of departure of last person, plus clean-up time.

<table>
<thead>
<tr>
<th>All Rates are per hour</th>
<th>IN DISTRICT</th>
<th>OUT OF DISTRICT</th>
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<tbody>
<tr>
<td>AUXILIARY GYM</td>
<td>$20.00</td>
<td>$40.00</td>
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<tr>
<td>GYMNASIUM</td>
<td>$50.00</td>
<td>$100.00</td>
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<tr>
<td>LECTURE HALL</td>
<td>$50.00</td>
<td>$100.00</td>
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<tr>
<td>MALL AREA</td>
<td>$30.00</td>
<td>$60.00</td>
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<tr>
<td>POOL</td>
<td>$60.00</td>
<td>$80.00</td>
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<tr>
<td>BASEBALL</td>
<td>Min. 3 hrs</td>
<td>$15.00</td>
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<td>$40.00</td>
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<tr>
<td>SOFTBALL</td>
<td>Min. 2 hrs</td>
<td>$15.00</td>
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<td>$40.00</td>
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<td>PRACTICE SOCCER</td>
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<td>$40.00</td>
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<tr>
<td>VARSITY SOCCER</td>
<td>Min. 2 hrs</td>
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<td>$60.00</td>
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<tr>
<td>FOOTBALL</td>
<td>Min. 4 hrs</td>
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<td>$120.00</td>
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<td>TENNIS COURT*</td>
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<td>$10.00</td>
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<td>$15.00</td>
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*Participants required to sign Release and Indemnity Agreement

Additional $75.00 Charge for lining of Baseball & Softball Field (All Rates Are Subject To Change)
**POOL FACILITIES SAFETY AND STAFFING**

1. For safety, insurance and facility protection, certified copies of lifeguard certifications are required and lifeguards must attend all events. A signed “Swimming Pool Certification Agreement” is also required acknowledging your understanding of the requirements. (see attached)

2. All requesting groups must furnish adequate adult supervision for each event.

3. A **maximum of fifty** persons using the pool at one time. The school will furnish lockers dressing areas and showers which will be included in the hourly rate.

4. Other area charges to be determined on an individual basis by the Superintendent-Director or his designee.

5. The permit to use the facilities will be **null and void** if the appropriate staffing is not in attendance at each event.

**NOTICE OF CANCELLATION** shall be given by calling the Business office at 978-441-4902 no later than 2:00 P.M. on the day before the event. Organizations will be responsible for minimum labor charges if the event is canceled without proper notification as outlined above.

**INCLEMENT WEATHER/FIELD CONDITIONS**

When the weather is inclement and the field is too wet to play without maintenance to the field first, your team will be called by District personnel to cancel your use of the field for that day and the field will be posted as **closed** to all play. The decision of the District to close a field is **final** and is not subject to discussion. In the event you have a question about the fields condition prior to arrival please call the Security phone line at 978-441-4995 and leave a message and your call will be returned.

**FIELD MAINTENANCE**

All field maintenance will be done by the groundskeepers at Greater Lowell Technical School.

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*Commonwealth of Massachusetts: Anti-Hazing Law Chapter 269: Section 17*
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 willfully 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.

Chapter 269: 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.

Chapter 269: Section 19. Copy of Secs. 17 to 19; issuance to students and student groups, teams and organizations; report

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.

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.
GREATER LOWELL TECHNICAL HIGH SCHOOL
Use of School Facilities

ANNUAL STATEMENT OF ACKNOWLEDGEMENT
FOR STUDENT GROUPS, TEAMS, AND ORGANIZATIONS
ANTI-HAZING LAW, M.G.L. c. 269, §§ 17-19
REQUIREMENT

To: Secondary School Principal or Headmaster

On behalf of ____________________________, I certify that the ____________________________, and its members, plebes, pledges, or applicants for membership have received a copy of An Act Prohibiting the Practice of Hazing, M.G.L. c. 269, §§ 17-19; and the ____________________________ understands and agrees to comply with the law.

Date: ____________________________

Signed: ____________________________
(Designated Officer)

______________________________
(Printed Name)

Faculty Advisor or Leader: ____________________________
(for school affiliated group, team, or organization only)

Date received by Principal or Designee: ____________________________

C: School Files
Central Office Files
Use of School Facilities Application

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<thead>
<tr>
<th>Contact Person:</th>
<th>Organization:</th>
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E-mail

**Please answer ALL ELEVEN of the following questions to avoid delay in processing.**

1. **Area Requested:**

2. **Purpose of use:**

3. **Date(s) Requested:**

4. **Time(s) Requested:**

5. **Non-profit:**

6. **Youth Group:** (Under 18)

7. **In-District (Lowell, Dracut, Tyngsboro, Dunstable)**

8. **Admission Charge:**

9. **School Equipment Requested:**

10. **Disposal of Proceeds:**

11. **Expected Attendance:**

The signing of this application shall constitute an agreement to abide by all the rules and regulations governing the use of school building and to accept full responsibility for any damage to or loss of school property.

**RELEASE AND INDEMNITY AGREEMENT**

For and in consideration of the use of certain facilities of the Greater Lowell Regional Vocational Technical School District (hereinafter: The District) by me/us and/or by the organization I/we represent, I/we individually or on behalf of the organization I/we represent do hereby release, acquit, discharge and covenant to hold harmless The District, its agents, servants, employees, committee members, officers and representatives of and from any and all actions, causes of action, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of any and all personal injuries (including death) and property damage which any and all persons may sustain at any time arising out of their presence upon any property owned and/or controlled by The District and/or out of any negligence of The District, its agents, servants, employees, committee members, officers and representatives, which presence arises directly or indirectly out of permission to use the District's facilities granted to me/us and/or to the organization I/we represent.

**Signature of Applicant**

**Office Use Only**

<table>
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<tr>
<th>Approved</th>
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<td></td>
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<td>Swimming Pool Certification</td>
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<td>Anti-Hazing</td>
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<td>Acknowledgement</td>
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This form should be completed and returned to: Kerry Kearns, Greater Lowell Regional Technical High School, 250 Pawtucket Blvd. Tyngsboro, MA 01879, (978) 441-4902, Fax (978) 441-5333, kkearns@gltech.org
Greater Lowell Technical High School

Swimming Pool Certification Agreement

I hereby certify that the _____________________________ swim team agrees to have an “American Red Cross Certified (or equivalent) Life Guard” on duty at any and all events that _____________________________ utilizes the swimming pool at Greater Lowell Technical High School.

I/We also acknowledge that the American Red Cross Standards stipulate that a lifeguard can only have one duty (that of monitoring the water area for safety), and that if someone has another duty (such as coaching a team/group) they are not lifeguarding.

**Definition of Life Guard on duty** to mean they are guarding from the chair or deck, in a lifeguards suit/shirt, carrying the rescue tube, whistle, etc.

__________________________________________  ____________________________
Signature of Applicant                      Date

__________________________________________  ____________________________
Title                                      School/Organization