

Bristol County Agricultural High School Community Use of Facilities

User Manual

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Bristol County Agricultural High School Board of Trustees Policy Community Use of School Facilities

It is the Board of Trustees' desire that the communities affiliated with Bristol County Agricultural High School enjoy use of school property. It is the intent of the Board that such use should take place with proper regard to the safety of the participants and with respect for the preservation of the property for school program use.

After-school* and weekend use of school buildings and other school facilities by organizations will be permitted only when an educational, recreational, social, civic, or philanthropic purpose will be served, and when such use will not interfere with the use of such buildings or facilities for school purposes. Any grant of permission to use the facilities does not constitute an endorsement by the school district or any person, organization or religion, nor of any ideas or beliefs that the person or organization represents.

School buildings and other school facilities may be used only with permission of the Superintendent of Schools or his/her designee. The Superintendent will establish administrative procedures and regulations to implement this policy and will recommend to the Board of Trustees a fee schedule for use of school facilities by non-school community groups.

In all cases, permission to use the buildings and grounds is granted with the understanding that the use shall be subject to cancellation for school activities, school related functions, and town meetings and elections.

Requests for use of school facilities will be considered in the following order of priority:

1. Bristol County Agricultural High School activities and school-related functions;
2. Town meetings and elections;
3. Events sponsored by school-related organizations;
4. Events sponsored by organized recreational leagues that are open to all Bristol County Agricultural students;
5. Events of educational, recreational, social, civic, or philanthropic purpose sponsored by Bristol County Agricultural High School staff and/or students;
6. Events of educational, recreational, social, civic, or philanthropic purpose sponsored by all other organizations.

The Superintendent will establish sign-up periods to allow for scheduling of facilities according to the priority list. Any organization requesting on-going, regular use of school facilities must apply during these times, in order to ensure consideration of requests in accordance with the priority list stated above. After these sign-up periods, use of facilities will be granted on a first-come, first-served basis.

Parties wishing to use school facilities must complete and follow the procedures outlined in the 'Application for Use of School Facilities' form. This form can be completed electronically via the school's website or can be obtained from the Main Office in paper form.

* After School:

School buildings and facilities are available for Community Use following the closing bell in the afternoon and in the evenings, provided such use does not interfere with the use of such buildings or facilities for school purposes. School facilities will not be available for community use prior to school opening each day.

With the permission of the Superintendent, staff is allowed to use the school facilities for events of educational, recreational, social, civic, or philanthropic purpose.

Bristol County Agricultural High School Procedures for Community Use of School Facilities

Applications for the use of Bristol County Agricultural High school buildings, grounds, and/or equipment are subject to the following:

Applications can be completed online at www.bristolaggie.org or may be picked up at the Main Office. All applicants must have on file with Bristol County Agricultural High School or must submit with application:

1. a certificate of insurance issued by the insurance carrier or the individual/group filing the application that provides evidence of the existence of coverage required below and lists Bristol County Agricultural High School as the additionally insured;
2. a Standard Hold Harmless and Indemnity Clause form signed by the individual, or such person as authorized by the group;
3. if students are involved, a Hazing Acknowledgement (MGL Chapter 269);
4. a certificate or other evidence that the applicant is a non-profit individual group, and;

all of which are current and are dated during the school year for which the application is submitted (July 1 - June 30).

The Bristol County Agricultural High School Superintendent, or designee, will promptly advise any applicant as to any information in any application that is incomplete. The file date for any application shall be the date that the complete application is received.

Comprehensive form general liability insurance is required, at a minimum, in the amount of \$300,000, each occurrence, and \$600,000, aggregate, bodily injury and property damage combined.

Applications may also be submitted at any time during the school year, but all applications received prior to or during any sign-up period will be considered received on the same day. All applications received after the applicable sign-up period will have lower priority than those received during the sign-up period and will be considered on a first-come, first-served basis.

Applications submitted after the listed sign-up periods must be received a minimum of twenty one (21) days prior to the requested use date to assure processing, although the Superintendent will endeavor to fill applications on shorter notice if possible. Any requests for use tentatively granted before the end of the sign-up period for the requested dates are not guaranteed and are subject to change following the open sign-up period.

Specific requests for equipment and/or services must be indicated on the application.

Upon receipt of a complete use application, the Superintendent or designee shall review the request with the building principal and Facilities Director. Applications denied by the Superintendent will be returned to the applicant stating the reason for such denial. AT THE TIME OF THE DENIAL, THE SUPERINTENDENT OR DESIGNEE WILL ENDEAVOR, TO THE EXTENT PRACTICAL, TO SUGGEST alternative times or facilities that might be available to meet the needs of the applicant.

Charges for fees personnel assignments and equipment associated with the requested use shall be made in accordance with the enclosed Facility and Equipment Use Cost Sheet.

An approved application will be returned to the applicant, and will include any modifications or restrictions. Notice of cancellation of an event by the applicant must be made to the Superintendent immediately upon the decision to cancel.

A reasonable effort shall be made to accommodate applications and process them in a timely manner. In the event a conflict arises for a particular date and venue, use shall be granted in accordance with the Use of Facilities Policy. Neither the Superintendent nor building principal SHALL BE LEGALLY responsible for locating or coordinating potential use dates in the event of denial of a permit.

Applications including a request for use of school kitchen facilities, equipment and/or cafeteria must include sufficient detail for review by the Facilities Director and Food Service Director.

Bristol County Agricultural High School General Regulations for Facilities Use

1. General

- A. The use of Bristol County Agricultural High School facilities is permitted in accordance with the policy set forth by the Bristol County Agricultural High School Board of Trustees.
- B. The guidelines set forth in these regulations shall govern all use.
- C. The Superintendent of Schools reserves the right to amend these regulations from time to time as circumstances warrant.
- D. Summer use of all facilities is limited and shall be granted in accordance with guidelines prescribed in the Facilities Use Policy.

2. Conditions of Use

- A. A school employee must be on site for all requested uses.
- B. During school session, the custodian(s) and/or maintenance personnel on duty shall be considered the Superintendent's assignee for overseeing the use. School session shall be defined as the usual and customary hours of operation for the custodial and maintenance staff.
- C. The applications must be presented and signed by the individual responsible for supervision and execution of the event. This individual shall be responsible for the conduct of all attendees. All activities must be conducted with adult supervision and shall be confined to the specific area requested for use. Individuals or groups may not assign their permit for a school facility to any individual or group not authorized under the original application. Doing so will result in revocation of the applicant's permit to use school facilities.
- D. Violation of facilities use regulations, or any misrepresentations in any materials submitted in connection with an application for facilities use, may result in cancellation or termination of approved facilities use. The Superintendent reserves the right to cancel such granted use.
- E. No school department equipment may be used by an individual/group without the prior written consent of the school Administration.
- F. Individuals, and/or groups using any facility are responsible at all times for the observance of fire and safety requirements. As part of these safety requirements, individuals and/or groups are responsible for providing their own first aid equipment and/or supplies.
- G. Bristol County Agricultural High School reserves the right to limit attendance in conjunction with an approved use as necessary to comply with occupancy limits for a particular site.
- H. No amendment, alteration or addition shall be made to any facility's system components (electrical, lighting, network wiring, heating, doors, etc.) by any individual or group. Requests for such work may be made to the Administration.
- I. At the discretion of Bristol County Agricultural High School, and in conjunction with the Dighton Police Department, a detail officer(s) may be required for particular use. The cost for this service will be borne by the individual/group making application, at such rate as is determined by the Dighton Police Department.

- J. All equipment, furniture, accessories, decorations and other materials brought into the facility by a use applicant is done at the applicant's peril and Bristol County Agricultural High School accepts no responsibility for the security, care or integrity of such items. Any such items shall be removed from the facility immediately upon the completion of the use and all affected areas shall be returned to pre-use condition.
- K. Costs associated with any use shall be the responsibility of the applicant at such value as is determined in association with the attached Facility and Equipment Use fee schedule. Bristol County Agricultural High School reserves the right to bill for additional time and/or services should an event/use extend beyond the requested time. Failure to remit payment to Bristol County Agricultural High School for the use of school facilities will result in revocation of the individual's or group's permit to use school facilities.
- L. Requested kitchen facilities and equipment use shall be coordinated with Bristol County Agricultural High School Administration. Charges will apply and be assessed to the user group in conjunction with the determination of the Administration as to required equipment use.
- M. Bristol County Agricultural High School custodial staff shall have no responsibility to an outside use group beyond coordinating access and assisting in the location of electrical outlets, light switches, etc. Custodial services requested/required beyond the above limits shall be billable at the rates in the attached Facility and Equipment Use fee schedule. Required services shall include cleaning beyond the usual scope of custodial duties related to general work.
- N. Bristol County Agricultural High School reserves the right to cancel any approved use that, due to unforeseen circumstances, conflicts with a school program.
- O. Parking is limited to designated spaces in the lots. Parking will not be permitted on grass, travel lanes, emergency access lanes or areas required for fire/safety access. Violations of this provision will be enforced by the Dighton Police Department in accordance with the applicable traffic laws.
- P. All individuals/organizations using school facilities shall be subject to Mass. General Laws, Chapter 269, as amended, prohibiting the practice of hazing.
- Q. The use of tobacco products within school facilities or on school grounds is prohibited. No alcoholic beverages or illegal substances are permitted in school facilities or on school grounds.
- R. Gambling in any form is prohibited within school facilities and on school grounds.
- S. Keys will not be given to any individual or group using school facilities. All facilities must be secured by school personnel.
- T. No individual/organization beyond those whose specific mission is the support of the school district shall use any school facility as a mailing address.
- U. No individual/organization not associated with the school district may post signs on school property without written permission from the Administration.
- V. All individuals/organizations using school facilities and grounds shall be responsible for any damage incurred by or as a result of their use. All facilities must be left in reasonable condition as established by pre-use condition.
- W. Any group otherwise provided by law to conduct CORI checks, must provide evidence to the school district that they have been completed.

- X. If a group renting or leasing facilities at the Bristol County Agricultural High School is of an Agricultural nature or whose primary focus is the agri-sciences, environmental or natural resource sciences, they shall allow, free of charge, participation by any BCAHS student, administrator, trustee or staff person. Participation shall be determined at the discretion of the Superintendent/Director and/or Principal.”

3. **Priority of Requests**

All requests for use of school facilities will be granted in accordance with the order of priority established in the Bristol County Agricultural High School Board of Trustees Policy on Community Use of School Facilities. The Superintendent shall have the authority, in his/her sole discretion, to resolve conflicts among conflicting uses in the same priority category. In exercising that authority in connection with the use of gymnasiums and fields for athletic events, the Superintendent will give preference to an in-season sport over an out-of-season sport.

Bristol County Agricultural High School
Community Use of Facilities
Fee Schedule

Fees for use of the Bristol County Agricultural High School facilities are established by the Administration and shall be periodically reviewed and approved by the Board of Trustees.

Approved applicants shall receive a permit indicating the estimated cost associated with the requested use upon return of an approved use form. An invoice will be generated and mailed/mailed shortly thereafter, **except that high volume users who qualify for an installment payment plan approved by the Superintendent, in his/her discretion, will not receive an invoice at the time of the issuance of such a permit.** Bristol County Agricultural High School reserves the right to bill the applicant for additional time/services should use extend beyond the requested time.

Payment, in the form of a check, money order or cashier's check made payable to **Bristol County Agricultural High School** and indicating the **Use Permit Number** on the face of the check, must be received by the Business Office at least seven (7) days prior to the granted use date(s) or seven (7) days after the receipt of an invoice for such use, if later. However, the Superintendent, in his/her discretion may negotiate fees with high volume users and may grant high volume users of school facilities the right to use facilities upon compliance with a payment schedule based on expected usage, in which case Bristol County Agricultural High School or such user, as the case may be, will make an adjustment payment to the other at the end of the applicable season to reflect actual usage. In addition, the Superintendent may, in his/her discretion, also provide a credit to a user of the Bristol County Agricultural High School facilities in the amount equal to the value of the donations of goods and/or services to Bristol County Agricultural High School approved by the Superintendent, as an offset against fees otherwise due hereunder. The Superintendent reserves the right of final determination in all cases.

Facility Fee Schedule:

1. Events sponsored by Bristol County Agricultural High School and non-profit organizations whose mission is to support and benefit Bristol County Agricultural High School shall not incur any use fees. Personnel fees shall be assessed as described herein.
2. The following events are exempt from user fees: Meetings of county boards, commissions, or departments; town meetings; elections; referenda votes; and other official government functions.
3. Each user group shall receive a credit against future fees for any fees paid (i) to use a facility for an event that is cancelled because the schools are closed due to inclement weather or for any other reason or (ii) to use any outdoor area where such use is cancelled due to inclement weather.

Personnel Fees

1. No personnel fee shall be assessed for custodial/security coverage when a use coincides with the regularly scheduled shift for the staff at the respective facility.

The qualifications of required personnel needs to be determined by the Facilities Director.

Appendix A: Application for Use of School Facilities

Appendix B: Fee Schedule.

Bristol County Agricultural High School
M.G.L. Chapter 269

AN ACT increasing the penalties for hazing. Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Chapter 269 of the General Laws is hereby amended by striking our sections 17 to 19, inclusive, and inserting in place thereof the following three sections;

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 and 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 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:

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 self 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:

Each institution of secondary education and each public and private institution of postsecondary education shall issue to every student group, student team or student organization which is part of such an 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 section 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 acknowledgment 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 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 postsecondary 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 section seventeen and eighteen.

Each institution of secondary education and each public or private institution of postsecondary education shall file, at least annually, a report with the regents 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 a 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 regents, 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 such institution which fails to make such report.

GUIDELINES FOR RECOGNIZING AND DEALING WITH SEXUAL HARASSMENT

Definition

Sexual harassment is a form of sex discrimination. Under the Massachusetts law of fair educational practices (Chapter 151C of the Mass. General Laws), the term "sexual harassment" is defined as follows: Any sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when: (i) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of the provision of the benefits, privileges or placement services or as a basis for the evaluation of academic achievement; or (ii) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's education by creating an intimidating, hostile, humiliating or sexually offensive educational environment.

Massachusetts General Laws C. 151C, s. 1(e).

Under the federal Title IX regulations, the U.S. Office for Civil Rights defines "sexual harassment" as "verbal or physical conduct of a sexual nature, imposed on the basis of sex or sexual orientation by an employee or student, which is unwelcome, hostile, or intimidating." Letter to McCoy from OCR Region V., April 27, 1993, citing 34 CFR s 106.31(b)(1) through (4) and (7). Sexual harassment can cover a range of behaviors, including sexual insults and name calling, off color jokes, intimidation by words or actions, offensive touching, and pressure for sexual activity. Harassment may be perpetrated by peers, school staff, or others with whom the victim must interact in order to fulfill school or job duties. In schools, sexual harassment may be student-to-student, staff to student, student to staff, or staff to staff.

While both females and males may be the targets of sexual harassment, in the majority of cases the target is female and the harasser is male. It is important to remember that sexual harassment, or the existence of a sexually hostile environment which is created by acts of a sexual nature that are sufficiently severe or pervasive to impair the educational or employment benefits provided by the school is determined from the viewpoint of a reasonable person in the victim's situation. When an individual complains about sexual harassment or a sexually hostile environment, school officials must assess all the facts and circumstances from that viewpoint.

Laws Regarding Sexual Harassment

Sexual harassment in public schools is sex discrimination, and therefore is prohibited by federal and state laws. Title IX of the federal Education Amendments of 1972 (20 U.S.C. `681) states. "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance." in addition, Mass. General Laws Chapter 151C, section 2(g) states that "it shall be an unfair educational practice for an educational institution to sexually harass students in any program or course of study."

If the alleged sexual harassment constitutes sexual abuse of a child by a "caretaker" (e.g., by a school staff member), then school administrators, teachers, and other school staff who are mandated reporters are required by Mass. General Laws Chapter 119, section 51A to report the suspected child abuse to the Department of Social Services.

Massachusetts General Laws Chapter 76, section 5 (commonly known as "Chapter 622") and the Chapter 622 Regulations (603 CMR 26.00) contain provisions designed to "insure the right of access to the public schools of the Commonwealth and the equal enjoyment of the opportunities, advantages, privileges and courses of study at such schools without regard to race, color, sex, religion or national origin.

Effect upon the Victim

The victim may frequently stay home from the work place or from school in order to avoid the harassment (affecting the number of sick days taken). The victim's enjoyment of, and pride in, work is often undermined or destroyed because the victim is forced to spend time and energy fending off humiliating sexual advances or dealing with a hostile and intimidating atmosphere created by verbal harassment. There can also be physical and psychological effects similar to those experienced by rape victims. Professional counseling may be necessary. In schools, students may transfer out of classes or vocational/technical majors in order to avoid harassment.

ACKNOWLEDGEMENT

On behalf of _____
(name of student, group, team, or organization)

I _____ certify I have received a copy of M.G.L. Chapter
(designated officer)

269; Sections 17-19, An Act Prohibiting the Practice of Hazing, and have distributed a copy of the law to its

members, plebes, pledges, and applicants for membership; and that the _____
(name of student, group, team, organization)

understand and agrees to comply with the law. I also certify that I have read and distributed a copy of the M.G.L.

Chapter 151C.

Date: _____

Signed: _____
(designate officer)

**Bristol County Agricultural High School
Bullying Statement**

The school or district expects that all members of the school community will treat each other in a civil manner and with respect for differences.

The school or district is committed to providing all students with a safe learning environment that is free from bullying and cyberbullying. This commitment is an integral part of our comprehensive efforts to promote learning, and to prevent and eliminate all forms of bullying and other harmful and disruptive behavior that can impede the learning process.

We understand that members of certain student groups, such as students with disabilities, students who are gay, lesbian, bisexual, or transgender, and homeless students may be more vulnerable to becoming targets of bullying, harassment, or teasing. The school or district will take specific steps to create a safe, supportive environment for vulnerable populations in the school community, and provide all students with the skills, knowledge, and strategies to prevent or respond to bullying, harassment, or teasing.

We will not tolerate any unlawful or disruptive behavior, including any form of bullying, cyberbullying, or retaliation, in our school buildings, on school grounds, or in school-related activities. We will investigate promptly all reports and complaints of bullying, cyberbullying, and retaliation, and take prompt action to end that behavior and restore the target's sense of safety. We will support this commitment in all aspects of our school community, including curricula, instructional programs, staff development, extracurricular activities, and parent or guardian involvement.

ACKNOWLEDGEMENT

On behalf of _____
(name of student, group, team, or organization)

I _____ certify I have received a copy of the Bristol

County Agricultural High School Bullying Policy Statement, A Statement Prohibiting the Practice of Bullying and have distributed a copy of the policy to its members, plebes, pledges, and applicants for membership; and that the

_____ understand and agrees to comply with the law.
(name of student, group, team, organization)

Date: _____ Signed: _____

(designate officer)

**Bristol County Agricultural High School
STANDARD HOLD HARMLESS AND INDEMNITY CLAUSE**

_____ ITS OFFICERS AND MEMBERS ALL, THROUGH
NAME OF LESSEE

THE SIGNING OF THIS DOCUMENT BY AN AUTHORIZED PARTY OR AGENT,

INDEMNIFY, HOLD HARMLESS AND DEFEND BRISTOL COUNTY AGRICULTURAL

HIGH SCHOOL AND THEIR AGENTS AND EMPLOYEES FROM ALL SUITS AND

ACTIONS, INCLUDING ATTORNEY’S FEES AND ALL COSTS OF LITIGATIONS AND

JUDGEMENTS OF EVERY NAME AND DESCRIPTION BROUGHT AGAINST

BRISTOL COUNTY AGRICULTURAL HIGH SCHOOL AS A RESULT OF LOSS,

DAMAGE OR INJURY TO A PERSON OR PROPERTY BY REASON OF ANY ACT OR

FAILURE TO ACT BY _____ ITS AGENT,
SERVANTS,

NAME OF LESSEE

OR EMPLOYEES.

AUTHORIZED AGENT: _____

DATE: _____