

Pembroke School District

APPROVED: September 1992, June 2017

KF

REVIEWED:

REVISED: June, 1997; June, 2002; May, 2005, April 2012

REAFFIRMED:

KF USE of SCHOOL FACILITIES (Effective July 1, 2017)

Purpose: To set forth policy to standardize the use of facilities under the jurisdiction of the Pembroke School Board for both internal (school) and external (civic, church, etc.) activities.

Policy: It is the general policy of the Pembroke School Board to permit maximum utilization of Pembroke School District facilities for local municipal, fraternal and social activities on a not-to-interfere basis with school activities. The purpose is for Pembroke residents to derive maximum benefit from the facilities, therefore the emphasis is on local functions rather than state or regional functions. The Pembroke School Board or its designee reserves the right to accept or deny any and all requests for the use of facilities. All requests granted will be subject to the rules and regulations detailed herein and are granted only when the event will not impede normal school operations. The School Board reserves the right to deny use to any party for cause.

BUILDING USE CATEGORIES:

Category 0: No charge for facility rentals or custodial service during regular custodial hours: This category is limited to school curricular and co-curricular activities, school district sponsored meetings, and town sponsored meetings and elections (when the meetings or elections are scheduled within the regular custodial work week). Examples: youth sports events; athletic events; school concerts; school dances; school car washes; town meetings and elections and meetings of other local governmental bodies.

Category 1: No charge for facility rental, but charges will be made for custodial services beyond the regular custodial workweek and for technical support for the rental of the auditorium. This category includes taxpayer-supported activities, and activities that are judged by the appropriate school administrator to be purely charitable or exclusively public service oriented for the benefit of Pembroke and/or Allenstown or other SAU 53 members/residents.

Category 2: Facility use charges as listed below, plus charges for custodial service beyond the regular custodial work week: This category includes not-for-profit education, service, religious, and non-local charitable organizations, as well as individuals, both resident and non-resident. This category also includes Category 1 organizations that charge admission fee, require a participation fee or require a donation for entry. Organizations will be asked to provide proof of non-profit status, such as a 501:c:3 certificate of tax-exempt status. Examples: Driver education classroom training; church conferences, services/Sunday school; Red Cross blood drives; Scouts, etc.

Category 3: Facility use charges as listed below, plus charges for custodial service: This category includes all private, for-profit organizations. Example: private tutoring services.

NOTE: If an organization believes it has been placed in an improper category by the administrator, that organization may appeal that decision first to the designated administrator and further to the Superintendent of Schools.

FACILITY RENTAL SCHEDULE:

Rental Rate per Use
Category 2 Category 3
Min Daily Min Daily
(4 hrs.)

PEMBROKE ACADEMY

Gymnasium	150	240	240	380
Auditorium ***	150	240	240	380
Special Room (Library/Art)	35	55	55	90
Regular Classroom	20	30	30	50
Cafeteria (not kitchen)	100	160	160	250
Playing Fields	50	80	80	130
Parking Lot	50	80	80	130

THREE RIVERS SCHOOL

Gymnasium	95	150	150	240
Auditorium*** Cafeteria	75	120	120	190
Special Room (Library/Art/Ind Arts)	35	55	55	90
Regular Classroom	20	30	30	50
Cafeteria (not kitchen)	50	80	80	130
Playing Field	40	50	50	80
Parking Lot	40	50	50	80

PEMBROKE HILL SCHOOL

Gymnasium/Multi Purpose	70	110	110	175
Large Rooms (Library)	40	50	50	80
Regular classrooms	15	25	25	40
Field/Grounds	25	40	40	60

PEMBROKE VILLAGE SCHOOL

Gymnasium/Multi Purpose	70	110	110	175
Library	30	45	45	70
Regular Classroom	15	25	25	40
Field/Grounds	25	40	40	60

*** See "Technical Support Services" section of this policy

Additional charges may be assessed to any group in Categories 1, 2, or 3 for any additional needs. These charges will be specified at the time of facility use application and approval. Classrooms are typically equipped with student desks or chairs. Some classrooms have tables. The renter is responsible for providing special equipment. If requested, the school will provide portable television sets, VCRs, and overhead projectors. Renters will not be allowed to use data projectors without the approval of the building administrator.

When facilities are used by any organization (including Category 0) for the purpose of fund raising, and additional custodial charges are incurred, those costs must be paid by the user group. In the case of a school activity, the custodial costs will be deducted from the amount raised before a net amount is credited to a school account.

In situations where there is not cost to the district, or in situations where a mutual exchange of facilities is possible between the school district and the organization, rates may be modified or eliminated by the Superintendent or designee.

Facility rental rates apply to usage up to four hours in any given twenty four hour period; daily rate applies to usage between four hours and twenty four hours in any given twenty four hour period.

CUSTODIAL BILLING RATES \$35.00/hour

Custodial billing rates are subject to change without notice.

If the planned use creates unusual set up and/or clean up work for custodians, additional charges will be billed after the facility use has occurred.

If the use of the facilities by an outside organization requires a special "call back" for custodial services, that organization may be billed for a minimum of three hours of custodial time even though their use of the facilities may be less than three hours.

TECHNICAL SUPPORT SERVICES

Auditorium use at Pembroke Academy requires a minimum of four hours of technical support services. The billing rate for technical support services is \$30.00 per hour. This rate is subject to change without notice.

GENERAL CONDITIONS:

1. School facilities shall not be used during school hours by groups or individuals who are paid privately to perform services for students (such as tutors, music lesson instructors, etc). After school hours use will be permitted for such private providers of services, in accordance with the rental schedule and other conditions described herein.
2. There shall be at least one custodian present at all times when the facilities are being used. That custodian may also perform routine work for the District.
3. When the facilities are used for general public attendance, at the discretion of the administration, at least one police officer will be in attendance. The scheduling and cost of such police service will be the responsibility of the user. Proof of the provision of police services will be required before the rental agreement is signed.
4. When the facilities are being used, nothing will be nailed or screwed to the floors, walls, stage, etc. Tape is not to be applied to painted walls or to gymnasium or any other floors.
5. Organizations renting the facilities are required to provide adequate supervision, and will be liable for any damages. Applicants must agree to replace or restore to original condition any destruction of property or equipment. The decision of the school administrator in assessing damages and approving restitution will be final.
6. In consideration for allowing the rental of school facilities and in full recognition of the school board's fiduciary responsibility to protect school property and assets, the facility user hereby covenants and agrees at all times to indemnify and hold harmless the School District, its school board officers and employees, to the fullest extent permitted by law, from any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorney fees and legal costs, arising out of the use of these rental premises and all school facilities, by the facility user, its officers, employees, agents, representatives, contractors, customers, guests and invitees.
7. As evidence of its financial ability to indemnify the School District, during the term of this agreement the facility user shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of this agreement, such policy to provide limits not less than \$1 million per occurrence. A Certificate of Insurance naming Pembroke School District as Additional Insured shall be provided. Organizations without insurance may be able to purchase coverage through the Special Events Liability Insurance Program (SELIP), offered by the NH School Board Insurance Trust (NHSBIT). If applicable, the facility user must provide evidence of Workers Compensation insurance and Automobile Liability insurance.
8. In acknowledgement of the School District's strictly maintained policy against the sale, possession, use, abuse, or consumption of alcohol or of controlled drugs as defined in NH RSA 318-B:1, VI, or of a controlled drug analog as defined under NH RSA 318-B:2, VI-a, facility user covenants and agrees to vigorously enforce said policy during the use of the school facilities and school premises by the facility user its officers, employees, agents, representatives, contractors, customers, guests and invitees.
9. Use of tobacco or tobacco products is prohibited on school property at all times by law, NH RSA 126-K: 7.

10. Refreshments may be allowed in school buildings only in those areas designated by the School Administration. No food or beverages are allowed in school auditoriums or gymnasiums at any time.
11. Parking will be allowed only in designated areas. Vehicles illegally parked will be towed at the owner's expense.
12. Groups using any school facility without a properly approved "Use of Facilities Application" will be asked to leave. The custodial staff is authorized to seek police assistance in removing unauthorized or unruly persons from the premises.
13. The Superintendent or their designee reserves the right to:
 - a. Require and specify supervision.
 - b. Make exceptions based on exceptional circumstances.
 - c. Deny facility use to groups who do not abide by facility use guidelines.
 - d. Cancel any permission granted.
14. Reservations for a facility cannot be guaranteed as available more than sixty (60) days in advance.
15. Groups using any school facility must announce the locations of fire exits to participants and vacate the building in the event of a fire alarm. Each group will need to have one trained crowd manager for all events (250 people or under) and one for every additional 250 people.
16. Pembroke School District activities shall have automatic priority over non-school district groups proposing use of School District facilities.
17. No non-school district group shall have any rights of use conveyed by previous usage. Facility rental is strictly on a first come, first served basis.