

# APPENDIX A

## RENTER CLASSIFICATIONS AND FEE SCHEDULES

### A. Classification of Rental Users

The renter of a SD308 school or facility shall be subject to a rental fee depending on the classification of the renter. Fees for each classification are shown in the Fee Table. Conditions, Terms, Classifications and Fees are subject to change at the discretion of SD308. The four (4) classifications and categories of fee rentals are as follows:

#### CLASS I

School affiliated organizations, school sponsored programs, and organizations whose primary purpose is to provide financial assistance to the school are all considered, for the purpose of these Procedures, to be school related. This category of user is exempt from facility rental fees, but subject to all staff, equipment and other out of pocket costs incurred by the District.

The following organizations are examples of those that qualify as a Class I organization:

1. Organizations directly associated with the District, and conducting activities for District school age children. Examples include staff and student groups or clubs and school teams associated with the District.
2. Park District activities that directly serve District school age students and benefiting the residents of the School District.
3. Volunteer Groups conducting activities for District school age children such as Boy Scouts of America, Girl Scouts of America, Camp Fire, Parent Council, PTA / Home and School Organizations, booster clubs, etc. (when conducting regular meetings).
4. Units, or elected officials, of Federal, State and local government, when conducting community or official business within the District.
5. Organizations such as public universities and colleges conducting staff development programs, joint school district cooperative ventures, in-service or other job related training classes primarily for District staff. The function will not be subject to rental fees if more than ninety percent (90%) of the participants are District staff.

#### Class IA

This category of user is for nonprofit individuals or organizations where 75% or more of the program participants are SD308 students. *This category must pay facility use fees at ½ the Class II rate and all staff costs incurred by the District.* Fees for weekend events in any gymnasium or field house scheduled for 6 or more hours will be capped at \$500.00. Fees for tournaments played in any

gymnasium or field house scheduled for 6 or more hours will be capped at \$800.00 for this classification only.

## **CLASS II**

This category of user is for *nonprofit* individuals or organizations. *This category must pay facility use fees and all staff and other out of pocket costs incurred by the District.*

The following organizations are examples of those that qualify as a Class II organization:

1. Youth organizations such as Boys/Girls Clubs, Y.M.C.A., community sports leagues and National or State athletic organizations.
2. Nonprofit performing arts groups.
3. Organizations conducting wellness activities for District employees at the "home school" when 80% of participants are comprised of SD308 staff.
4. Community organizations such as Rotary, Kiwanis, Jaycees, Optimists, Lions, etc.
5. Units of Federal, State and local government, when their use of the facility is not community or official business (i.e.: fundraisers, fee activities, sponsoring another group where that group would be subject to a rental fee schedule, etc.)
6. Nonprofit groups (other than public community colleges or universities) conducting any in-service
7. or job training classes to the general public and the classes are not solely for District staff.
8. Political organizations or elected officials, when their activities are not exclusively
9. For community information purposes.
10. Churches and religious groups (**This group qualifies for a 30% rental rate discount if 50% or more of the attendees are SD308 residents.**)
11. Local civic and homeowner groups.
12. Nonprofit groups providing services to the community and to District students.
13. Private, nonprofit colleges or universities.

## **CLASS III**

This category of user is for all *for profit* individuals and organizations, regardless of the purpose for their use of facilities. Any activity of a profit making organization for the purpose of donating profits or proceeds to the District, or a public charity, does not exempt the Class III individual and/or organization from Class III fees.

## APPENDIX B

### USE OF ATHLETIC FIELDS/OUTSIDE FACILITIES

#### **A. General Conditions.**

- a. Under normal circumstances, outdoor facilities such as tennis, outdoor basketball and volleyball courts cannot be reserved. Contracts may be issued to groups for organized activities during specific recreational seasons. Separate Intergovernmental Agreements (IGA) with Park Districts and/or contracts with community organizations may be in force for the scheduled priority or exclusive use of certain outdoor facilities. Priority scheduling of outdoor facilities shall be given to SD308 programs, programs with IGA's in force, and/or community organizations with contracts in place. All organizations using school fields or outside facilities shall be subject to the terms and conditions set forth in Appendix C and staff and/or rental fees as determined by their classification.

#### **B. Commercial Use of Grounds. When commercial enterprises request to use school grounds**

- a. Other than facilities listed in previous rate schedule to film advertisements, or for other business or promotional purposes, a contract must be written and normal procedures followed, including insurance liability certificates. The flat-rate fee for such use is \$500.00 for each three (3) hour period in addition to any personnel or equipment uses that may apply.

#### **C. Terms and Conditions-Outside Facilities**

- a. The Renter shall properly prepare and maintain playing fields and related facilities during the period of their use.
- b. The Renter shall return the fields and facilities to the same condition as found at the end of the rental period.
- c. It shall be the judgment of the Site Administrator and/or the Director of Buildings and Grounds as to whether damages or maintenance was not completed by the renter.
- d. Any work required to restore damage to outdoor athletic fields/facilities caused by the renter shall be performed by the District and costs associated with those repairs billed back to the renter.
- e. The Renter shall supervise both its own persons and all other persons in attendance at rental activities, and provide adequate adult leadership for children and adults in the areas used, including but not limited to parking lots and immediately surrounding areas.
- f. The Renter shall police the premises during and following usage periods, and all rented areas shall be cleaned up by the organization, or fees paid for District personnel to do so.

- g. Preparation of fields for renters program shall be the responsibility of the renter unless an IGA or contract exists. In those cases, the terms of the agreement will be followed.
- h. Renter programs shall not interfere in any way with any SD308 program at the site.
- i. No modification shall be made of the school premises without the approval of the Superintendent. All modifications are subject to the terms of Board of Education Policy 8:150, Improvement to School Sites or School Facilities. Any approved permanent modifications shall become the property of the District.
- j. The Renter shall have no authority or jurisdiction over District property, or improvements, except to police these premises during the time of renter's activities.
- k. All activities shall terminate at or before 10 p.m., and field lights, if in use, shall be turned off not later than 10 p.m. No inning of a baseball game shall be started after 9:30 p.m.
- l. Only authorized adults shall be allowed in press boxes or on photography platforms.
- m. Public address systems, when used, shall be operated at a volume low enough to avoid disturbance of households in areas adjacent to the premises used.
- n. Concessions stands shall not be opened for operation other than at times and dates when games are played. Concession stand and equipment use is subject to fees in accordance with the organizations Classification. No glass containers or other breakable articles shall be dispensed at concessions stands.
- o. The District reserves the right to re-schedule any or all facilities rentals. If re-scheduling is required, a building representative will contact the renter via email and/or phone call.
- p. The District reserves the right to terminate a rental contract upon notice if the renter has violated any of the terms and conditions contained herein, or has in any way abused the privilege granted in using school facilities.
- q. Building administration and grounds/custodial staff members of the rented site have sole discretion to cancel and/or postpone field events due to weather concerns or field conditions. Participant safety and facility preservation are at the forefront of these decisions.
- r. All other rules and regulations of the District pertaining to rental contracts for the use of school facilities as set forth in the Rules, Regulations and Fees for Rental of School Property shall apply to a contract for outside facilities, and are binding on the renter.

#### **D. Tournaments**

- a. All fields: Weekend Tournament Fees (1-4 hour blocks)
- b. Friday               \$90.00
- c. Saturday          \$190.00
- d. Sunday             \$190.00

# APPENDIX C

## TERMS AND CONDITIONS FOR RENTAL OF DISTRICT FACILITIES

### A. General Terms

- a. A contract for the Rental of School Property must be submitted and approved via the online rental system and a certificate of insurance provided before facilities may be used. The rules, Regulations and Fees for Rental of School Property ("Rules") shall be considered to be a part of this Contract.
- b. Non-Profit organizations must provide proof of Non-Profit status before facilities may be used.
- c. All amounts due under this contract must be paid within thirty (30) calendar days of the invoice date. Invoicing will be done the 2<sup>nd</sup> week of the month following the event(s). Non-payment of fees will result in the loss of rental privileges.
- d. The District may cancel the use of the facility on the date or dates specified in the contract by telephone or email at any time prior to any scheduled use.
- e. The renter agrees to indemnify and hold harmless the District from any claims or loss.
- f. Proof of liability insurance in the amount of \$1,000,000 and property damage of \$50,000 with the Oswego Community Unit School District named as "additional insured" on the policy is required. The district shall also be named the certificate holder. A certificate of insurance is required as evidence of this coverage.
- g. The renter affirms that no event will be held for the purpose of advancing any theories subversive to the constitutions or laws of the State of Illinois, or the United States, or for the purpose of advocating social or political change by violence.
- h. When schools are closed Monday through Friday due to weather conditions, afternoon and evening activities in school facilities will automatically be cancelled. Occasionally, it may be necessary to cancel activities in a particular school or facility because of a problem, such as plumbing or heating, etc.

### B. Rental Terms

- a. Any renter/user using School District facilities for activities, which include school-age children, will ensure compliance with the District's Student Code of Conduct. Any illegal behavior will be referred to proper authorities for appropriate legal action. The rental/user contract may be terminated immediately by the District if the renter/user fails to comply with these provisions.
- b. Fees incurred by a renter for utilizing District staff will be charged through this Contract to the renter in accordance with the District fee schedules. District staff must be paid through District staff payroll.
- c. All activities must be under competent adult supervision supplied by renter. The Site Administrator or other facility manager shall have authority over renters' activities, and renter shall abide by all requests made by the Site Administrator or designee. Administrators or other authorized District staff are to have access to all facilities at any time. Premises are to be vacated at the times specified.
- d. All District properties shall be left in as good condition as when received. The Renters personal property is to be removed from the premises immediately upon completion of Contract term unless previous arrangements have been made, and the

District shall not be responsible for the renter's personal property in any way during or after a rental period.

- e. District property that is damaged by the renter and/or any persons associated with the renter on file shall be replaced/repaid at the renter's expense. Notification will be given to the renter regarding the damages.
- f. No smoking or alcoholic beverages are allowed anywhere on District premises. No refreshments are to be served or sold on school grounds, or in the buildings except in the appropriate facilities, and only with the prior approval of the building administrator.
- g. Kitchen facilities are not available for rent.
- h. The district shall furnish the necessary lifeguards to adequately supervise the pool during the rental activity. Fees incurred by a renter for utilizing District staff will be charged through this Contract to the renter in accordance with the District fee schedules. District staff must be paid through District staff payroll.
- i. The use of District facilities for personal or private parties and celebrations is prohibited. This includes birthday celebrations, anniversary celebrations, wedding receptions, and similar activities.
- j. Signs, displays, or materials may not be permanently attached, nailed, or otherwise affixed to school facilities, and must be removed promptly at the conclusion of the event.

C. Other Terms and Conditions.

- a. Sub-Contracting - The renter shall not assign or sub-contract any facility, or area therein, nor any rights under a contract to another party. Any party other than the renter must execute a separate Contract with the District.
- b. Alteration of Premises - The renter shall occupy the premises in the condition in which they exist. Should any renter remove or change the location of any equipment, such changes shall be made at their expense and renter shall return such equipment back to the condition and location in which it was originally found.
- c. Renter shall make no changes or alterations without prior written approval of the Site Administrator. No decorative or other materials shall be attached to any part of the rental facilities so as to damage the facilities.
- d. All decorative or other materials shall be noncombustible, or be suitably treated with a flame retardant.
- e. No fireworks or explosives shall be used on the premises without the direct, separate written consent of the Director of Operations.
- f. Obstruction of Passageways - No portion of sidewalks, entries, passageways, aisles, elevators, windows, ventilators, other ways of access to the facilities or their utilities shall be obstructed, or cause to be used for any purpose other than ingress or egress.
- g. Lighting - No lighting sources are to be covered or obstructed.
- h. Termination of Contract Loss of Facilities - In case of fire, casualty or other unforeseen occurrence which render the District unable to provide contracted facilities, said Contract shall be immediately terminated, and District shall not be liable for any claims or damages resulting there from. Renter shall be liable only for payments during the time premises were used.
- i. Compliance with Laws - Renters of District facilities shall comply with all laws of the United States, the State of Illinois and applicable city/village ordinances, including any rules and regulations contained herein for the facilities owned and under the control of the District. Violations by the renter may result in cancellation of a Contract, and immediate discontinuance of the use of facilities.

## APPENDIX D

### STAFF FEES

- A. When the use of District facilities and equipment requires supervision, cleaning or technical assistance in connection with the intended purpose or timing of the rental, District staff will be assigned and staff fees charged to the renter as part of the Contract in accordance with the Fee Schedule. These fees will apply to renters who may otherwise be exempt from facility fees.
  - a. All wages earned by District-assigned staff in connection with a rental must be paid through District payroll. These wages may be paid only from fees collected in connection with the facility use and not directly by the renter.
  - b. As described below, in some circumstances, staff must be assigned in connection with the rental; in other cases, the Building Principal will make this determination.
- B. Requirements by District staff type are as follows:
  - a. **Custodial Staff** - A custodian must be provided on a rental, for the duration of the Contract at all rental times that a regularly scheduled building custodian is not on duty. This would normally include weekends, holidays and hours outside of the normal work schedule. Custodial fees during these times will normally be charged at time and a half in accordance with the Fee Schedule.
    - 1. As facility rentals represent a service and/or cleaning loads above and beyond daily student and staff use, a weekday Custodial Service fees will apply as noted in the description of organization Classifications in Appendix A.
    - 2. At any time that the Building Principal determines that custodial assistance is required in addition to staff on duty at the time of rental use, custodial staffing may be added to the Contract. This would normally occur when a rental use is expected to require additional supervision, assistance or cleaning beyond the time available from custodians on duty. In any case that custodial hours are required, hours beyond the rental times scheduled may be added to allow for cleanup after the renter leaves.
    - 3. When custodial staff are required in connection with a contract, duties shall include the opening and closing of the facilities (including security systems) supervising the facility (not program) adjustment of lighting, heating and cooling systems, accommodation of renter needs for authorized equipment and as a contact for emergency needs. The cleaning of rented facilities may occur during a scheduled use if requested by the renter. In the event a renter fails to cancel an event or simply does not show up for the scheduled event custodians shall remain on-site no more than 2 hours after the requested rental start time. The renter shall be invoiced and is expected to pay for this time.

- b. **Security/Safety Staff** - District provided security staff might be required at any time the Building Principal determines that a rental event warrants crowd control or other security measures. If either a District security person or other security staff (off-duty police etc.) is required, the cost shall be included on the Contract, and staff paid by the District. It is recommended that, at any time the auditorium or gymnasium are rented, and over 150 people will attend, a security person is assigned and charged for in the Contract. Arrangements for the staff and the reporting of their time to payroll shall be made by the Building Principal.
- c. **Events Coordinator** - Tournament events using athletic facilities will require the use of a coach facilitator.
- d. **Other Staff Costs** - Should a Building Principal or Theater Manager require other staffing in connection with the approval of a Contract, for which a fee is not provided on the Fee Schedule, please contact the Facility Secretary.
- e. **Student Staffing** - Students are often used to function as assistants with parts of a production as "stage crew" which covers various functions (set design, lighting, sound, etc.) \*1.1. If a student were not receiving credit for volunteering their services, they would be compensated at the current hourly rate according to their experience level as determined by the District.
  - 1. The District will process these payments through Payroll; therefore, each student would complete an application, W-4 and have a parental permission form completed. These forms would be sent to Human Resources and a Payroll Request would be generated enabling Payroll to pay the student once the time slip was received. Students would be paid according to the established Time Slip payment schedule. This procedure is intended for students working on productions connected with Facility Rentals only.

#### FEES FOR USE OF SPECIAL EQUIPMENT.

- A. When the use of District facilities includes a request by the renter to use special equipment, a separate equipment use fee may be added by the Building Principal or Theater Manager. This fee is to provide for the eventual replacement of these items by the building.
- B. **Field Maintenance** - Regardless of an organization's agreement with the District, improvements to keep a field in playable condition shall be made at the organization's own expense. Any repairs and/or maintenance to be done must be documented, approved and followed up by the Athletic Directors. Major repairs or improvements shall be documented, approved and followed up by The Director of Operations and the Grounds Supervisor and presented to the Board for approval when necessary. See Appendix B, Section C.