



April 28, 2023

Brian J. Russell

VIA EMAIL – bjrlawyer@gmail.com

Re: FOIA 23-45

Subject: All contracts and invoices between Storm Dance Alliance or Brook Langkan for the rental of the Oswego East Performing Arts Center and related rooms/classrooms in May of 2022. All contracts and invoices between Storm Dance Alliance or Brook Langkan for the rental of Thompson Junior High auditorium and related rooms/classrooms on or about January 13, 2023.

Dear Mr. Russell:

This letter will serve as Oswego Community Unit School District 308's response to your 4/27/2023 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. Attached is the information responsive to your request.

To promote district transparency and assist others who may have a similar question, go to www.sd308.org and select Our District > Freedom of Information Act Request > FOIA Request Responses>FOIA Requests Responses 2023 - then select FOIA ID# 23-45.

Please be advised that to comply with your FOIA request, the district incurred an expense that comprised of the cost of labor and resources used to search for records responsive to your request.

Let me know if you have additional questions. Thank you.

Andrea Wiaduch

Andrea Wiaduch
Finance Coordinator/
Freedom of Information Officer

**INVOICE #96****Paid****Balance Due**
\$0.00**Remit Payment To**

Payment may be mailed or dropped off at
Community Unit School District 308
Finance Department
71 Stone Hill Rd.
Oswego, IL. 60543
Payment may be made online
at: <https://magic.collectorsolutions.com/magic-ui/Login/oswego-cusd-308>

Invoice Summary

Invoice Number: 96
Invoice Date: 5/9/2022
Due Date: 6/8/2022
Invoice Amount: \$2,090.50
Invoice Status: **Paid**

Bill To

Storm Dance Alliance Dance Studio
2062 Mitchell Drive
Oswego, IL 60543
(630)554-1772

Event: Storm Dance Alliance Dress Rehearsal at Auditorium [\(1110\)](#)**When:** Thu 05/05/2022 02:00 PM to Thu 05/05/2022 10:00 PM

Qty	Description	Rate Type	Hours	Rate	Total
1	Fine Arts Coordinator		12	\$33.00	\$396.00
2	Student Staff		6.75	\$11.00	\$148.50
1	Rental Fee - Rehearsal/Setup		7.5	\$160.00	\$1,200.00
1	Classroom		8	\$22.00	\$176.00
1	Extra Charges - Marley Dance Floor		1	\$170.00	\$170.00

Event Total: \$2,090.50

Invoice Total: \$2,090.50**Total Payments: \$2,090.50****Total Refunds: \$0.00****Balance Due: \$0.00****Payments**

Date	Received By	Note	Type	Check #	Amount
4/28/2023	Terry Gotchie	Paid on 6/7/22. Previously pd in school dude system which didn't transfer to ML system.	Credit Card - Balance		\$2,090.50

Total Payments: \$2,090.50

**INVOICE #321****Paid****Balance Due**
\$0.00**Remit Payment To**

Payment may be mailed or dropped off at
Community Unit School District 308
Finance Department
71 Stone Hill Rd.
Oswego, IL. 60543
Payment may be made online
at: <https://magic.collectorsolutions.com/magic-ui/Login/oswego-cusd-308>

Invoice Summary

Invoice Number: 321
Invoice Date: 2/8/2023
Due Date: 3/10/2023
Invoice Amount: \$650.00
Invoice Status: **Paid**

Bill To

Storm Dance Alliance
2062 Mitchell Drive
Oswego, IL 60543
(630)554-1772

Event: Storm Dance Alliance Solo/Duet Showcase at Cafeteria/Commons (Need 2 week notice to book) ([16284](#))**When:** Fri 01/13/2023 03:30 PM to Fri 01/13/2023 10:00 PM

Qty	Description	Rate Type	Hours	Rate	Total
1	Space Fee - Cafeteria/Commons (Need 2 week notice to book)		6.5	\$100.00	\$650.00

Event Total: \$650.00

Invoice Total: \$650.00**Total Payments: \$650.00****Total Refunds: \$0.00****Balance Due: \$0.00****Payments**

Date	Received By	Note	Type	Check #	Amount
3/9/2023	Terry Gotchie		Credit Card - Balance		\$650.00

Total Payments: \$650.00

General Terms

1. A contract for the rental of school property and a certificate of insurance must be completed via the online system and approved by the site administrator before facilities may be used. In addition to the terms and conditions set forth here, a renter may access a copy of the Rules, Regulations and Fees for Rental of School Property ("Rules"), which shall be considered to be a part of this contract on the facility rental site.
2. The district reserves the right to deny any rental request. The district may cancel the use of the facility on the date or dates specified in the contract by notifying renter by telephone, email, messenger or letter to the address given on the contract at any time prior to any scheduled use. The district reserves the right to refund payments made in advance for the rental of any facility if the board should decide that the contract is not in the best interest of the district.
3. The renter must complete the Facility Rental Release and Indemnification Form agreeing to defend, indemnify and hold harmless the District from any claims or loss related to the rental. A copy of the "[Facility Rental Release and Indemnification Form](#)" is attached.
4. The renter shall obtain a signed Waiver of Liability and Indemnification Form from each program participant or their parent if the participant is under 18 years of age. A copy of the "[Waiver of Liability and Indemnification Form](#)" is attached.
5. Proof of liability insurance in the amount of \$1,000,000 and property damage of \$50,000 with Community Unit School District 308 named as "additional insured" on the policy is required. A certificate of insurance is required as evidence of this coverage.
6. The renter affirms that no event will be held for the purpose of advancing any theories subversive to the constitutions or laws of Illinois, or the United States, or for the purpose of advocating social or political change by violence.
7. 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.

Rental Terms

1. **Payments can be made via our on-line payment portal located at <https://magic.collectorsolutions.com/magic-ui/Login/oswego-cusd-308>, or checks may be hand delivered or mailed to the attention of SD308 Finance Dept, Attn: Facility Rentals, 71 Stone Hill Rd, Oswego, IL. 60543.**
2. Any renter/user using 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.

3. 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.
4. 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.
5. All non-school groups must agree to use appropriate emergency procedures including calling 9-1-1 for medical emergencies and whenever an AED is used.
6. All non-school related groups must agree to follow the District's *Plan for Responding to a Medical Emergency at a Physical Fitness Facility*, 4:170-AP6. Important: The District will not supervise the activity nor will it supply trained AED users to act as emergency responders at any time, including during staffed business hours.
7. A copy of the *District's Plan for Responding to a Medical Emergency at a Physical Fitness Facility* has been provided. (77 Ill.Admin.Code 527.800(c). Important: State law encourages all non-District coaches, instructors, judges, referees, or other similarly situated non-District anticipated rescuers who use the physical fitness facility in conjunction with the supervision of physical fitness activities to complete a course of instruction that would qualify them as a trained AED user under Ill. law (410 ILCS4/10; 77 Ill.Admin.Code 527.100).
8. If the request involves a physical fitness facility, the non-school related group must:
 - a.) Designate at least one adult supervisor who agrees to be an emergency responder. All emergency responders are encouraged to be trained in CPR and trained AED users.
 - b.) Give a copy of the District's plan for responding to medical emergencies to each designated emergency responder.
 - c.) Require that 9-1-1 be called for medical emergencies and whenever an AED is used.
 - d.) ensure that each designated emergency responder knows the location of first aid equipment and any AED.
 - e.) Ensure that only trained AED users operate an AED, unless the circumstances do not allow time for a trained AED user to arrive.
 - f.) Arrange for at least one emergency responder to have a tour of the facility before the activity.
 - g.) Ensure that if an AED is used, the Superintendent is informed and all appropriate forms are completed.
9. All district properties shall be left in as good condition as when received. The renter's 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.
10. 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 and the director of Food Services.
11. Kitchen facilities shall not be used (excluding sinks and counters), unless approved by the director of Food Services, under the supervision of qualified staff provided.
12. Laboratory facilities such as computer labs, home economics labs, shops, media centers, science labs and art labs will not be rented out, unless approved by the site administrator, the assistant superintendent of planning, technology and operations, and appropriate staff

provided. Equipment rates in addition to room rental rates may apply for rental of these areas.

13. As a general rule, classrooms will not be rented out, unless approved by the site administrator and the assistant superintendent of planning, technology and operations.
14. 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.
15. Auditorium facilities are primarily a laboratory for teaching and learning. Secondly, the facilities should be used as a showcase for students' learning, be it in the form of final performance or work in progress. Auditorium facilities are not available for rental on a regular basis, i.e., every Sunday, etc. Use of the auditorium will require the assignment of district operating staff.
16. 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.
17. 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.

Other Terms and Conditions.

In addition to the terms and conditions set forth on both sides of the contract for use of school facilities, the following additional terms and conditions shall apply:

1. Subcontracting: The renter shall not assign or subcontract 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.
2. 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. 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 these facilities. All decorative or other materials shall be noncombustible, or be suitably treated with a flame retardant. No fireworks or explosives shall be used on the premises without the direct, separate written consent of the assistant superintendent for planning, technology and operations.
3. Obstruction of passageways: No portion of sidewalks, entries, passageways, aisles, elevators, windows, ventilators, lighting fixtures or 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.
4. 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.

5. Special interest groups: Regular use of facilities by special interest groups shall be limited. Special interest groups are designated as Class III. A rental of facilities for special interest groups will be renewed every six months, with a maximum of four renewals. Executing a new contract after the two-year term is subject to district review. A renewal after the six months is the responsibility of the contract holder.
6. Compliance with law: Renters of district facilities shall comply with all laws of the United States, 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.
7. All events are subject to a \$20 cancellation fee should they be cancelled with at least 48 hours notice. Should an organization not show up for the scheduled event and/or not notify the facility secretary of the cancellation, full room and staff fees will apply. All cancellations must be in writing via email or fax (630) 636-3196.

I have read and agree to all of the terms and conditions for rental of district facilities.

[APPROVE](#) | [DISAPPROVE](#)