

ADMINISTRATIVE REGULATIONS FOR USE OF FACILITIES & CHARGES

You have requested the use of a District #401 facility. The following information outlines the policies and procedures dealing with the rental of school facilities. These procedures are governed by the Board of Education Policy 8:20. Please read this information carefully and return the Use of Facilities Request form attached. No facilities or rental dates can be approved until the proper application forms and certificate of insurance are received by the District.

GENERAL STATEMENT

School facilities are available to the community for education, civic, cultural, and other non-profit uses consistent with the public interest when such use does not interfere with school programs or school-sponsored activities. The use of school facilities for school purposes takes precedence over all other uses. Persons on school premises must abide by the District's conduct rules and policies at all times.

The Board of Education recognizes the investment that the community has made in the District #401 building facilities. Citizens of the community may use these facilities, pursuant to the rules set by the District and subject to approval by the Superintendent or designee. The District reserves the right to refuse an application or cancel a contract for use of the facilities, based on the priorities and operational needs of the District.

TYPES OF ACTIVITIES PROHIBITED

1. Any activities prohibited by State or federal law or local ordinance. This includes any activity that involves illegal discrimination based on race, sex, religion, national origin or any other protected category.
2. Any activity that may cause damage to District property, including its buildings, grounds or equipment.
3. Any activity that conflicts with school activities, programs or events or that is inconsistent with the educational goals of the District.

TERMS AND CONDITIONS

1. Smoking and use of all tobacco products is not permitted in District #401 buildings or on District #401 property.
2. No alcoholic liquors or beverages may be brought to or consumed in the District #401 buildings or on District #401 property.
3. Sale of food or liquids is not permitted in District #401 buildings or on District #401 grounds except by special written approval at the time of application.
4. District #401 student groups, school-related organizations, and government agencies will take priority over any request. In certain instances this may occur after approval has been given.
5. Elmwood Park oriented organizations will have priority over outside organizations with respect to the use of District #401 facilities. For purposes of these procedures, "Elmwood Park oriented organization" means:
 1. An organization that is sponsored by the Village of Elmwood Park; or
 2. A non-profit organization that conducts activities in Elmwood Park and has a membership majority (at least 51%) of Elmwood Park residents; or
 3. For a national or Statewide non-profit organization, the local chapter that conducts activities in Elmwood Park and has a membership majority (at least 51%) of Elmwood Park residents. For such organizations, only the local chapter (and not any other chapters) will be considered an Elmwood Park oriented organization.
6. A facilities usage request form must be completed and submitted to the District, allowing enough time for all proper approvals and necessary scheduling to take place.

7. All approved activities must be directly supervised by an adult who is at least 21 years old and out of high school.
8. Reserved times for team practices or games are for team use and not for the personal training time or use of the supervisors or other adults.
9. Approved applications are non-transferable.
10. Applications involving more than 50 people in attendance may require a paid security officer be present at the District #401 facility. Groups of more than 100 may require additional security officers be present. However, the District may require security officers to be present for events with less than 50 people in attendance, when the District feels it is in its best interest to do so. Security will be paid by the facility user.
11. Notice of cancellation of an approved application, by the applicant, must be given at least three (3) business days in advance of the scheduled date. Failure to provide proper notification of cancellation could result in a fee being charged to cover scheduled expenses associated with the said usage.
12. No bicycles, roller blades, skateboards, etc. are allowed on the track, tennis courts or walking/jogging path.
13. Tennis shoes are required footwear for the track and tennis courts. No spikes are to be worn.
14. When players are waiting to use a tennis court or sand volleyball court, occupants of the courts will limit their play to one (1) hour duration.
15. Any damage should be reported to the Director of Buildings and Grounds, at 708-583-5859.
16. Private instructors charging lesson fees on District #401 property must obtain a public permit or license for local ordinance compliance and pay applicable fees (see Rate Chart). A copy of the permit must be submitted with the Use of Facilities form.
17. The District has the right to close a facility due to repair, maintenance, or detrimental weather conditions at any time.
18. All events must be concluded by approximately 9:00 p.m. since the lights must be shut off and gates must be closed at 9:15 p.m. Special arrangements must be made ahead of time for any events that must run past 9 p.m.

AVAILABILITY OF FACILITIES TO THE PUBLIC
weather permitting

Days when school is not in session due to legal holidays

The driveway gates will be locked. The tennis courts are available from 7 a.m. until 9:00 p.m.

Sundays

Only outside facilities are available on a Sunday. A special request can be made to the Superintendent.

Days when school is in session

The sand volleyball courts and walking/jogging path are available from 6:30 a.m. – 7:45 a.m. and from 3:30 p.m. - 9:00 p.m. During the school day, (7:45 a.m. - 3:30 p.m.) facilities are not available for public use. During fall and spring tennis competitive seasons, courts are not available until after high school usage ends.

Saturdays and summer usage

Gates open from 7:00 a.m. to 9:00 p.m. Tennis courts, walking/jogging path and sand volleyball courts are open.

Seasons

There are two (2) seasons: Summer and Winter. A Summer Season is from the first day of March to the last day of October and a Winter Season is from the first day of November to the last day of February. The Winter Season will not have any outdoor facilities available for use. A special request can be made to the Superintendent.

THE RUNNING TRACK AND STADIUM ARE CLOSED TO THE PUBLIC EXCEPT WITH SPECIAL WRITTEN PERMISSION FROM THE FACILITIES MANAGER AS PER BOARD POLICY 8:20 AR1, USE OF FACILITIES AND CHARGES.

RESPONSIBILITIES OF APPLICANT:

1. A FACILITIES REQUEST FORM MUST BE COMPLETED. (See attached.)
2. REQUEST FOR FACILITY USE MAY NOT BE EARLIER THAN THREE MONTHS FROM THE FIRST DATE OF USE. FACILITY REQUESTS MUST BE SUBMITTED TO THE "SITE COORDINATOR." FOR THE ELEMENTARY AND MIDDLE SCHOOLS, THIS IS THE PRINCIPAL AND AT THE HIGH SCHOOL IT IS THE ATHLETIC DIRECTOR.
3. FACILITIES REQUEST MAY BE RE-EVALUATED AND CHANGED WHEN NECESSARY AT THE DISCRETION OF DISTRICT #401.
4. IF THE REQUEST IS FOR MULTIPLE DAYS, AN OFFICIAL SCHEDULE OF PRACTICES AND GAMES MUST BE DELIVERED TO THE SITE COORDINATOR AT LEAST ONE MONTH IN ADVANCE OF THE FIRST DATE TO PREVENT CANCELLATION OF YOUR REQUEST.
5. A CERTIFICATE OF INSURANCE MUST INCLUDE:
 - A. MINIMUM OF \$1,000,000.00 COMBINED SINGLE LIMIT
 - B. \$5,000 MEDICAL PAYMENT, PER OCCURRENCE
 - C. DISTRICT #401 MUST BE NAMED AS AN INSURED PARTY.
6. A HOLD-HARMLESS AGREEMENT MUST BE PROPERLY COMPLETED AND SIGNED. (See attached.)
7. REGARDING ACTIONS DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THE USE OF SCHOOL FACILITIES, APPLICANTS ARE RESPONSIBLE FOR ALL DAMAGES TO BUILDING, EQUIPMENT, AND FIXED ASSETS AT CURRENT MARKET PRICE FOR MATERIALS AND LABOR. FAILURE TO REIMBURSE SAID FEES FOR DAMAGES WILL RESULT IN DENIAL OF FUTURE USE OF DISTRICT FACILITIES AND POTENTIAL LEGAL ACTION.
8. ANY INJURY MUST BE REPORTED TO THE FACILITY REPRESENTATIVE IMMEDIATELY. A COMPLETED ACCIDENT REPORT WILL BE REQUIRED. (See attached.) FAILURE TO REPORT AN INJURY MAY RESULT IN DENIAL OF FUTURE USE OF DISTRICT FACILITIES.
9. IF AN ELMWOOD PARK ORIENTED ORGANIZATION, PROOF OF ITS MEMBERSHIP BEING A MAJORITY OF ELMWOOD PARK RESIDENTS MUST BE PROVIDED.

RENTAL CATEGORIES FOR ORGANIZATIONS

CLASS I: NO FACILITY CHARGES. PERSONNEL CHARGES ONLY.

A Class I designation applies to all District #401-related teams, groups, and organizations, and athletic and NON-ATHLETIC Elmwood Park oriented organizations.

CLASS II: REQUIRED EQUIPMENT AND FACILITY CHARGES / DESIGNATED PERSONNEL CHARGES.

(Facility charge includes energy charge.) A Class II designation includes all for-profit entities, and any organization that is not related to District #401 and that charges an admission or fee to attend or participate in a performance, game, event, or class. These groups are charged for the use of facilities and may be charged for personnel costs when District personnel are not on duty. (See "Rate Chart".)

CLASS III: OTHER DESIGNATED PERSONNEL, EQUIPMENT, AND RATED FACILITY CHARGES.

A Class III designation applies to any non-profit organization that is not Elmwood Park oriented. These groups are charged for the use of facilities and may be charged for personnel costs when District personnel are not on duty. (See "Rate Chart".)

NOTE: NON-PROFIT ORGANIZATIONS MUST HAVE AND SHOW PROOF OF TAX-FREE STATUS AS DEFINED BY REGULATIONS OF THE FEDERAL AND STATE GOVERNMENTS.

RATE CHART

SCHEDULE OF ENERGY CHARGES AND RATED FACILITY CHARGES (per hour)

AREA	I	II	III
ELEMENTARY/MIDDLE			
John Mills Clubroom	No Charge	45.00	25.00
Elementary Gymnasium	No Charge	150.00	50.00
Elm Middle School Main Gymnasium		150.00	50.00
Elm Middle School Second Gymnasium		150.00	50.00
Elm Middle School Ball Field		150.00	50.00
Elmwood Elementary Ball Field		150.00	50.00
Lunch Room (no kitchen use)		30.00	20.00
Lunch Room (with kitchen)		100.00	50.00
All other rooms		40.00	25.00
HIGH SCHOOL			
Main Gymnasium	No Charge	180.00	60.00
East/South Gymnasium		150.00	50.00
Auditorium		250.00	100.00
LGI Room		100.00	50.00
Cafeteria (eating area)		75.00	50.00
Cafeteria (kitchen area)		150.00	75.00
Classroom		50.00	30.00
Stadium (Track)		150.00	75.00
Stadium Track (with lights)		350.00	175.00
Stadium (Football, Soccer)		750.00 (2 hr/mini mum)	500.00 (2 hr/min imum)

Stadium (Football, Soccer; with lights)		950.00 (2 hr/mini mum)	600.00 (2 hr/min imum)
Fields	No Charge	\$200	\$100
Tennis Courts		<i>Teaching Permit - \$25</i>	25.00
		<i>Hourly Charge \$50 for up to two courts</i>	

CHARGES FOR PERSONNEL PER HOUR

POSITION	OVERTIME/hr.	HOLIDAYS/hr.
Custodial	Current contracted rates apply.	Current contracted rates apply.
Security (4 hr. minimum)	Current contracted rates apply.	Current contracted rates apply.
Auditorium Lighting System w/tech	Current contracted rates apply.	Current contracted rates apply.
Auditorium Sound System w/tech	Current contracted rates apply.	Current contracted rates apply.

NOTE: All rates subject to change in conformance with policies of the Board of Education and with negotiated agreements.

HOLD HARMLESS AGREEMENT

The undersigned Applicant for the use of facilities and/or equipment of Elmwood Park Community Unit School District #401, Cook County, Illinois (“District”), hereby agrees to indemnify, hold harmless and defend the District from any claim for property or personal injury, including death, and from any loss arising out of the facilities use granted by the District. The Applicant further agrees to indemnify, hold harmless and defend the District from any claim for property or personal injury and from any loss arising out of the Applicant's failure to perform any obligation to the District under the District’s Board policies, its Administrative Regulations for Use of Facilities and its general rules on the use of school buildings, grounds, and equipment. Loss, as used in this Agreement, includes, but is not limited to, the District’s reasonable attorney’s fees and costs and expenses of investigation, litigation and/or settlement of any such claim or loss. As used in this Agreement, the term “District” includes the Board of Education and its members, employees and agents in their official and individual capacities.

Applicant (print name)

Applicant’s Signature

Date

PREVIOUS REVISIONS: December 17, 2008, January 15, 2009, January 21, 2009, June 21, 2010 and September 19, 2012, January 20, 2016

FIRST REVISION: May 15, 2019

FIFTH READING: September 18, 2019

ADOPTED: September 18, 2019, *changes to take effect immediately*