



Facility Usage Agreement

For the 2023-2024 School Year

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Section I

USE OF WEST 40 SCHOOL FACILITIES

West 40 Immediate Service Center No 2 (“West40”) constructs school facilities (the "Facilities") for the primary purpose of educating students and supporting the school districts and the communities in the West40 region. However, when the Facilities are not in use by West40, West 40 believes it is in the best interest of the community to make the Facilities available to partner districts and other organizations for activities that:

1. Comply with applicable Federal, State, and Municipal laws.
2. Are consistent with the Mission and Vision of West40.
3. Do not interfere with the regular operation of West40.
4. Comply with any and all applicable Policy, including 8:30, *Visitors to and Conduct on School Property*; and 8:20 *Community Use of School Facilities*
5. Are of benefit to the communities in the West 40 region.

When not in use by West40, Facilities may be rented as provided herein.

West 40 believes that Facilities shall not be used for promulgating any theory or doctrine subversive to the laws of the United States or any political subdivision thereof or advocating governmental changes by violence; or for any activity that may violate the canons of good morals, manner or taste or be injurious to the buildings, grounds, equipment or supplies of West40.

REQUESTS: All requests for use of Facilities shall be submitted no less than fourteen (14) days before the date for which Facilities are requested. In addition, West 40 ISC #2 will not manually enter reservations via the phone.

CONTINUED USE: Continued use of Facilities by any organization or individual(s) (the "Lessee") shall be contingent upon following all of the policies, rules and regulations as prescribed by West40 as well as applicable statutes and case law. Any continued usage agreement for Facilities may be terminated for violations of this Agreement or West40 policy.

AUTHORITY: The Executive Director (or designee) shall have the final authority for granting or refusing any request for use of Facilities and may amend current rules or regulations affecting such use without prior notification.

Section II

OVERVIEW

West 40’s facilities are primarily intended to provide space for student programs, operational

activities, staff meetings, and training. When not in use for the primary mission of West40, the space is available on a limited basis for usage by our partner school districts and other qualified non-profit organizations. Usages may be made available to other groups or organizations on an even more limited basis. West40 is unable to rent the Facilities for personal parties (including birthday parties) or events. Facilities will not be available during normal school hours on the 1st floor of the building. West40 will black out additional dates and times for its uses, including extracurricular programs, meetings, staff-development and upkeep.

PRIORITY OF USE

Priority of facility usage shall be in the following order:

1. Group A
2. Group B
3. Group C
4. Group D

BLACKOUT CALENDAR

West40 will provide the dates for which each Facility will not be available as early as possible. These dates are subject to change as the demands on the Facilities may change or unforeseen issues with the physical plant may require unscheduled work. West40 will not invoice for such cancellations; however, West40 will not be held liable for any hardship, financial or otherwise, that arises from a cancellation. West40 reserves the right to decline very large events, despite space availability, due to the strains that the event will place on employees, facilities and/or parking.

OPENING AND CLOSING

Doors to Facilities will be opened not more than 15 minutes prior to the time of scheduled use and will in no instance be opened unless a representative of West40 is present, if required. Exceptions may be granted by West40, at the discretion of the Executive Director, or his designee. All users shall be required to vacate the Facilities within 20 minutes after the approved ending time on the use agreement. To help preserve and protect the health and safety of our students, staff members, and the visitors to our schools, all district and community groups that use our facilities will be required to staff the front entrance for the arrival and dismissal of all participants of their events and activities. All doors must remain locked and closed at all times with no propping of the doors.

Section III

CANCELLATION

Once a booking is confirmed and a signed contract is issued, all other outside requests for that space will be denied. Space should be reserved only for intended use and not to prevent others from having

access to the space. Cancellations will be allowed up to one month prior to the event without penalty. Cancellations within one month will be charged for full usage minus any labor charges or \$50 whichever is less. Frequent cancellations may result in West40 revoking the usage privileges of the organization. In the event that a cancellation or rescheduling is due to unusual and unavoidable circumstances (weather, personal tragedy, security risk, et al.) West40 may waive the cancellation charges at its sole discretion.

Section IV

RESERVATIONS

May 15th at 9:00am - the calendar will be open for booking reservations from June 1st through August 13th.

August 1st at 9:00am – the calendar will be open for booking reservations from August 14th through December 31st.

December 13th at 9:00am – the calendar will be open for booking reservations from January 1st through May 31st.

FACILITY REQUEST PROCEDURE

APPLICATION PROCEDURE

Applications for the use of West 40 facilities must be made at least two weeks prior to the desired use date on the Public-School Property Use Request form (Appendix E) and may be requested by adults only. The initial contact should be made with West40 to determine if the date and the room desired are available. All information must be completed and sent to Jeanne Keane, Director of Facilities, at jkeane@west40.org, by email, or in person at West 40 ISC #2, 415 Maywood, IL 60153. Applications are requested through the website or the Facilities Department. Our office hours are 8:00 a.m. to 4:00 p.m. Monday through Friday and should be returned to this office for processing. If approved or disapproved, you will receive the status of your application by phone and/or email. Once West40 verifies availability, then there are four required forms which must be submitted prior to approval of a use request:

1. West40 ISC #2 Property Use Request.
2. Indemnity for Use of West40 Property.
3. West40 ISC #2 Pandemic Agreement
4. Certificate of Insurance, COI requirements can be found on pages 9 and 10 of this agreement.

AVAILABLE FACILITIES

| <u>Name</u> | <u>Address</u> | <u>City</u> | <u>Zip</u> |
|-------------|----------------------|-------------|------------|
| LEXINGTON | 415 LEXINGTON STREET | MAYWOOD | 60153 |

| <u>ROOM / FLOOR</u> | <u>CAPACITY</u> |
|--|---|
| Gymnasium, 1st floor | 268 |
| Circle Room, 1st floor | 119 |
| Conference Room No 1, 2nd floor | 16 at table, 9 on bench. |
| Conference Room No 2, 2nd floor | 12 |
| Think Tank, 2nd floor | 30 |
| PL Training Room, 2nd floor chairs. | 48 at tables, 5 on bench, 10 additional |

Section V

SCHOOL USER CATEGORIZATION

- Group A: West 40 ISC #2
- Group B: West40 School Districts, West40 Partner Organizations, West40 Affiliated Not for Profit Organizations
- Group C: Not for Profit Organizations (within the West40 region), West40 Community Governmental/Municipal Groups
- Group D: Private, for-profit groups

Please note that intergovernmental agreements will supersede the pricing structure below based on the conditions specified therein.

PAYMENT FOR SERVICES BY CATEGORY

| User Category | Facility Usage Fee | Custodial Fee Regular Hours | Custodial Fee Overtime Hours | Use of Equipment Fee | AV Fee | Required to submit Certificates of Insurance per West40's requirements |
|---------------|--------------------|-----------------------------|------------------------------|----------------------|--------|--|
| A | | | | | | |
| B | | | X | | | X |
| C | X | X | X | X | X | X |
| D | X | X | X | X | X | X |

Section VI

USAGE STAFF CHARGES

The renters are primarily responsible for the supervision of those using the facility. Usage groups will identify the primary person responsible for supervision for each time and location. Usage groups will be responsible for any damage or excessive mess made by those participating, attending, and observing their event as well any person tangentially associated with the usage. Full reimbursement for all expenses incurred by West40 due to repair or clean-up will be provided by the renter. Failure to make such a reimbursement may result in the loss of renting privileges.

Staff Fees Per Hour

| | Regular Time Fee | Saturday or Mon-Fri after 3:00 PM | Sunday or Holiday Fee |
|--|------------------|-----------------------------------|-----------------------|
| Custodial (number of custodians is determined by event type) | \$40.00 | \$60.00 | \$80.00 |
| AV Tech per hour (if available) | \$40.00 | \$60.00 | \$80.00 |

USE OF EQUIPMENT

Equipment, fixtures, furniture, or materials shall not be brought into Facilities without written permission by West40, at the discretion of the superintendent. Exceptions may be granted at the time of approval of the request to use the Facilities. Such equipment, furniture, or materials brought into the Facilities must be removed from the premises at the conclusion of the time granted or the conclusion of the use agreement, and those items remaining must be stored. The storage must be in a manner prescribed by West40 to prevent any interference of normal school operations or the use of the Facilities by West40 or other organizations or individual(s). School equipment, fixtures, furniture, or materials shall not be moved within or removed from the area of normal use without written permission granted at the time of approval of the request for use of the Facilities. Movable equipment shall not be used outside the Facilities. User groups shall be held responsible for any damage or loss to West40 property.

FACILITY USAGE FEES

| USAGE AREA | LOCATION | | HOURLY FEE |
|-------------------------------|-----------|--|----------------------|
| Gymnasium | 1st Floor | Up to two hours per date: Each additional hour: | \$125.00 \$175.00 |
| Circle Room (multipurpose) | 1st Floor | Up to two hours per date: Each additional hour: | \$100.00 \$150.00 |
| Conference Room #1 | 2nd Floor | Up to two hours per date: Each additional hour: | \$60.00 \$75.00 |
| Conference Room #2 | 2nd Floor | Up to two hours per date: Each additional hour: | \$50.00 \$75.00 |
| Think Tank | 2nd Floor | Up to two hours per date: Each additional hour: | \$125.00 \$175.00 |
| PL Training Room | 2nd Floor | Up to two hours per date: Each additional hour: | \$150.00 \$200.00 |

If there are any questions regarding facility usage or fees please contact Jeanne Keane, Director of Facilities, at jkeane@west40.org

Section VII

RESPONSIBILITY OF USERS

(HOLD HARMLESS AND INDEMNIFICATION AGREEMENT)

1. Lessees requesting use of Facilities agree to indemnify and hold harmless West 40 ISC #2, 415 Lexington, Maywood, Illinois ("West40"); the Governing Board, its members, employees, and agents, in their official and individual capacities; from any loss, judgment, injury or expense, including but not limited to, attorneys' fees and expenses of litigation arising out, and incidental to the use of Facilities requested in this Agreement. It is further understood and agreed that West40 assumes no obligation or responsibility in connection with the use of the requested Facilities. In addition, the Lessee covenants not to sue West40, the Governing Board, its members, employees, and agents, in their official or individual capacities for any alleged loss, judgment, injury, or expense which arises because of this Agreement. Lessee further agrees to assume all costs for repair or damage to the Facilities or their contents during the period of authorized use of Facilities.
2. Lessee must comply with all requirements of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, including but not limited to providing necessary supports and accommodations to disabled West40 students and community children participating in its activities or events for them to access the program in a manner similar to non-disabled children.
3. Lessee must comply with all applicable federal, state, and municipal laws and Policy, including 8:30, *Visitors to and Conduct on School Property*.
4. Lessee must comply with the Illinois Human Rights Act, including the applicable regulations Promulgated by the Illinois Department of Human Rights.

The lessee further agrees to furnish a Certificate of Liability Insurance (Public Liability, Property Damage and Contractual Liability Insurance) to guarantee the payment of any claim for injuries or damages to persons or property that occurs during, or because of this Agreement.

- \$1,000,000 Per Occurrence
- \$500,000 Damages to Rented Premises (Each Occurrence)
- \$5,000 Medical Expenses (Any one person)
- \$1,000,000 Personal & Advertising Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Ops Aggregate
- Coverage must not be excluded for Sexual Abuse and Molestation
- West40 ISC #2 should be named as an additional insured on a primary &

non-contributory basis.

Commercial Automobile Liability Coverage (Only required if Organization owned vehicles are part of operations taking place on district premises)

- \$1,000,000 Combined Single Limit
- West40 ISC #2 should be named as an additional insured.

Umbrella or Excess Liability

- \$3,000,000 Per Occurrence
- \$3,000,000 General Aggregate

Workers Compensation Coverage (Only required if Organization Employees will be on premises – Does not apply to volunteers)

- Per Statute limits of \$500,000 each for three E.L boxes

Description of Operations

- West40 ISC #2 is named as additional insured on a primary and non-contributory basis on the above referenced liability coverages as their interests may appear except for workers compensation. Umbrella or Excess Liability provides follow form coverage.

A Certificate of Insurance or copy of the endorsement shall be required giving evidence of the above-mentioned types of coverage and naming West40 as an additional insured and shall be filed with West40 on an annual basis effective June 30th through July 1st of the following year or no later than 14 days prior to the date of the building usage. The insurance hereby required shall not be cancelled without thirty (30) days written notice to West40.

Above coverages shall be from a company authorized to do business in Illinois and with at least an “A VII” rating from A.M. Best Company

Section VIII

BUILDING REGULATIONS

CONTRACT REQUIREMENTS: Organizations or individual(s) must conform to the terms of the written Agreement. Custodians are not permitted to extend the closing times or permit access to additional Facilities that have not been authorized in the Agreement.

EMPLOYEE PRESENT: A West40 employee must be present in the Facilities at any time it is used.

KEYS: No key for the Facilities shall be provided for persons.

SMOKING: Smoking or the possession of smoking materials on West40 property is strictly prohibited and will result in immediate cancellation of the use agreement.

HEATING: Regulation of heating controls shall be by West40 personnel only.

FIRE EXITS: Fire exits and doorways must be kept clear, and all hallways made passable at all times.

SUPERVISION: Persons under eighteen (18) years of age shall not be allowed in the Facilities without proper adult supervision. Groups of 25 or less children must have at least one, renter-provided, adult supervisor present during the duration of the usage. Groups of 25 or more children shall have enough supervision to reach a 1 adult to 25 children ratio. Renter-provided supervisors are expected to ensure that all participants always remain within the designated usage areas. All West40 and community groups that use our facilities will be required to staff the front entrance of the building they are using from the time their events and activities begin until they are finished and a West40 employee has locked the doors.

ALCOHOLIC BEVERAGES: The use or possession of alcoholic beverages on West40 property is strictly prohibited and will result in immediate cancellation of the use agreement.

CONTROLLED SUBSTANCES: The use or possession of any controlled substance will result in immediate cancellation of the use agreement.

REFRESHMENTS: Organizations serving refreshments during the course of their meeting shall furnish all necessary consumable supplies and it shall be the responsibility of the organization to place all evidence of food or beverage in appropriate waste containers provided by West40. Food containing peanuts and latex balloons are not allowed in any building due to allergies.

BOUNCY HOUSES & INFLATABLES: The use of Bouncy Houses and Inflatables is not allowed on West40 property.

NEIGHBORHOOD COURTESY: All users are requested to respect West 40 neighbors by refraining from depositing refuse, cigarette butts, and beverage containers near our neighbors' premises, and by parking in West40 parking lots only. Please refrain from excessive noise or loitering on West40 grounds.

Section IX

USAGE RATE AGREEMENT

Usage rates are approved by West40 and are available from West40 on the West40 website as well as upon request.

All rates and fees are subject to adjustment based on the lessee's specific usage needs.

The Executive Director or designee reserves the right to make the final decision as to whether an organization will receive usage privileges or not, and to the classification and charge.

West40 has the sole right to modify or waive any provision of the policy.

BILLING

Payment is due 30 days after the invoice is sent. A Second Notice will be sent 60 days after the original invoice was sent. The Second Notice will include a \$25 late fee per invoice. If payment has not been received within 90 days after the original invoice was sent, the debt will be transferred to our Collection Agency. All future approved usages will be canceled, and no future requests will be processed for either the person or organization who incurred the debt until payment has been received in full.

AFFIRMATION

I have read these Regulations and understand that the Lessee must fully adhere to the regulations, or the usage agreement may be immediately terminated by West40. In addition, I am fully aware and understand the responsibilities and obligations of the hold harmless and Indemnification Agreement.

Appendix A

CONDITIONS OF USE

1. All advertisements (fliers, media, posters, etc.) for the activity must be reviewed by the West 40 Executive Director (or designee) prior to distribution. Such advertisements must include a disclaimer stating the activity or event is not sponsored by or affiliated with West40.
2. West40 has a non-smoking policy which must be observed by all participants. This policy prohibits the use of tobacco, which includes cigarette, cigar, pipe, e-cigarettes, or tobacco in any other form including smokeless tobacco which is loose, cut, shredded, ground, powdered, compressed or leaf tobacco that is intended to be placed in the mouth without being smoked.
3. No food or beverages are allowed on the premises, except by special permission at the time of application. Additional charges may be assessed for custodian services relating to food and beverage service. Charges will be based on estimated overtime required to clean the area.
4. Alcoholic beverages are prohibited by statute (School Code of Illinois).

5. Groups using the facilities are expected to leave the area clean and in order. All users shall be required to vacate the Facilities within 20 minutes after the approved ending time on the usage agreement.
6. Materials and equipment needed for the organization must be brought in. No equipment will be furnished by West 40, except for tables and chairs. These items must be requested at the time of application, and extra custodian time for set-up may be charged to Usage Groups #.
7. All groups that use our facilities will be required to staff the front entrance for arrival and dismissal of all participants of their events and activities. All doors must remain locked and closed at all times with no propping of the doors.
8. Adult supervision of the activity must be provided by the user group throughout the time the facilities are to be used. An additional identifiable supervisor must be on duty at the entrance to the building to admit members of the group. Any difficulty with unauthorized persons should be immediately reported to the person in charge of the group, who may in turn contact the West 40 onsite staff.
9. The user organization will assume liability for any damage to the building or its equipment caused by user members or by persons occupying the premises as a result of use of the premises by an organization.
10. It is understood and agreed that in consideration of use of West40 facilities, the organization holds West 40 harmless for any liability or property damage arising out of such use. Users will be required to sign the INDEMNITY FOR USE OF SCHOOL PROPERTY form (Appendix D)
11. A Certificate of Insurance is required prior to the use of facilities listing in writing West 40 ISC #2 as "Additional Insured". COI requirements can be found on pages 9 and 10 of this agreement.
12. All activities by non-school groups are expected to be concluded and the building cleared no later than 9:00 p.m. Users are also restricted to the room(s) they are assigned to by the Department of Facilities. When filling out an application, the time requested should note the time needed for set-up and clean-up.
13. Any problem arising from building use will be referred to the person(s) in charge of the group. Frequently occurring problems will be referred to the Executive Director or designee when applicable.
14. All publicity for events held in West 40 buildings must clearly state that the function is not sponsored by West 40.

15. No fireworks or use of any open flame.
16. No portable heaters of any kind.
17. No sharp objects (i.e., tent stakes, metal cleats).
18. Any equipment resting on the turf or blacktop must be pre-approved by West 40.
19. All groups should remove all debris from grass or blacktop at the end of use.
20. No marking of grass or blacktop by any outside group (including chalk or tape) will be permitted.
21. No gum, nuts, or seeds.
22. No pets or animals with the exception of service animals.
23. No controlled substances.
24. The use of Bouncy Houses and Inflatables is not allowed on West40 properties.
25. West 40 is unable to rent the Facilities for personal parties, including birthday parties, or events.
26. Groups providing programming that service West40 students or community children must comply with any and all requirements of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, including but not limited to providing necessary supports and accommodations to disabled children in order for them to access the program in a manner similar to non-disabled children.
27. All organizations are responsible for following all West 40 mitigation strategies during building usage.
28. Once a booking is confirmed and a signed contract is issued, all other outside requests for that space for the requested date and time will be denied. Frequent cancellations or rescheduling may result in a cancellation charge.
29. Fees are subject to change at any time.

Contact Resources:

Director of Facilities, Jeanne Keane, jkeane@west40.org

Mirth Medina, Administrative Assistant, mmedina@west40.org

Appendix B

WEST 40 ISC #2 – West40 POLICY

8:20 Community Use of West40 Facilities

The West40 school facility (1st floor) is available to community organizations during non-school hours when such use does not: (1) interfere with any school function or the safety of students or employees, or (2) affect the property or liability of West40. The use of West40 facilities for school purposes has precedence over all other uses unless those other uses have been approved by West40 via a written agreement with a local government or other organization that is not affiliated with the school or West40. The West40 Main Office facilities (2nd floor) are available when such use does not: (1) interfere with any West40 function or the safety of employees, or (2) affect the property or liability of West40. Persons on West40 premises must abide by West40's conduct rules at all times.

Recognized community groups may use West40 facilities free of charge when such use does not require West40 to incur costs for staff overtime. Otherwise, a fee shall be charged for the use of West40 facilities pursuant to schedules which shall be approved annually by the Executive Director or designee.

Community recreation organizations that charge fees for participation in their programs will also be expected to pay appropriate costs for using West40 facilities.

The Executive Director shall develop procedures to manage community use of West40 facilities. Use of West40 facilities requires the Executive Director's, or designee, approval and is subject to the procedures.

LEGAL REF.:

Boy Scouts of America Equal Access Act, 20 U.S.C. §7905

10 ILCS 5/11-4.1, Election Code

105 ILCS 5/10-20.41, 5/10-22.10, and 5/29-3.5.

Good News Club v. Milford Central School, 533 U.S. 98 (2001).

Lamb's Chapel v. Center Moriches Union Free School District, 508 U.S. 384 (1993).

Rosenberger v. Rector and Visitors of Univ. of Va., 515 U.S. 819 (1995).

Appendix B1

WEST 40 ISC #2 – West40 POLICY

8:30 Visitors to and Conduct on West40 Property

The following definitions apply to this policy:

School property – West40 facilities, grounds, and parking areas; vehicles used for school purposes; and any location used for a West40 meeting, athletic event, or other West40-sponsored or West40-sanctioned events or activities.

Visitor - Any person other than an enrolled student or District employee.

All visitors to West40 property are required to report to the office and receive permission to remain on West40 property. All visitors must sign a visitors' log, show identification, and wear a visitor's badge. When leaving the school, visitors must return their badge. On those occasions when large groups of parents/guardians, friends, and/or community members are invited onto West40 property or when community members are attending meetings, visitors are not required to sign in but must follow West40 officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member to make an appointment. Conferences with teachers are held to the extent possible, outside school hours or during the teacher's conference/preparation period.

Requests to access a West40 building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Executive Director or designee.

West40 expects mutual respect, civility, and orderly conduct among all people on West40 property or at a West40 event. No person on West40 property or at a West40 event (including visitors, students, and employees) shall perform any of the following acts:

1. Strike, injure, threaten, harass, or intimidate a staff member, Board member, sports official or coach, or any other person.
2. Behave in an unsportsmanlike manner or use vulgar or obscene language.
3. Unless specifically permitted by State law, possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device.
4. Damage or threaten to damage another's property.
5. Damage or deface West40 property.
6. Violate any Illinois law, or town or county ordinance.
7. Smoke or otherwise use tobacco products.
8. Distribute, consume, use, possess, or be impaired by or under the influence of an alcoholic

beverage, cannabis, other lawful product, or illegal drug.

9. Be present when the person's alcoholic beverage, cannabis, other lawful product, or illegal drug consumption is detectable, regardless of when and/or where the use occurred.

10. Use or possess medical cannabis.

11. Impede, delay, disrupt, or otherwise interfere with any West40 activity or function (including using cellular phones in a disruptive manner).

12. Enter upon any portion of West40 premises at any time for purposes other than those that are lawful and authorized by West40.

13. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized West40 employee's directive.

14. Engage in any risky behavior, including rollerblading, roller-skating, or skateboarding.

15. Violate other West40 policies or regulations, or a directive from an authorized security officer or West40 employee.

16. Engage in any conduct that interferes with, disrupts, or adversely affects West40 or West40 function.

Convicted Child Sex Offender

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender is:

1. A parent/guardian of a student attending the school and has notified the Building Principal or Director of his or her presence at the school for the purpose of: (i) attending a conference at the school with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion; or

2. Has permission to be present from the Executive Director or Executive Director's designee. If permission is granted, the Executive Director or Executive Director's designee shall provide the details of the offender's upcoming visit to the Building Principal and Director.

In all cases, the Executive Director, or designee who is a certified employee, shall supervise a child sex offender whenever the offender is in a child's vicinity.

Enforcement

Any staff member may request identification from any person on West40 property; refusal to provide such information is a criminal act. The Executive Director or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from West40 property. The person is also subject to being denied admission to West40 property, including West40 events or meetings, for a period of time to be determined by the Executive Director or his/her designee.

Procedures to Deny Future Admission to West40 Events or Meetings

Before any person may be denied admission to West40 events or meetings as provided in this policy, the person has a right to a hearing before the Board. The Executive Director may refuse the person admission pending such a hearing. The Executive Director or designee must provide the person with a hearing notice, delivered, or sent by certified mail with the return receipt requested, at least 10 days before the Board hearing date. The hearing notice must contain:

1. The date, time, and place of the Board hearing; and
2. A description of prohibited conduct; and
3. The proposed time period that admission to West40 events will be denied; and
4. Instructions on how to waive a hearing.

LEGAL REF.:

Nuding v. Cerro Gordo Community Unit School Dist., 313 Ill. App.3d 344 (4th Dist. 2000).

20 U.S.C. §7181 *et seq.*, Pro-Children Act of 1994.

105 ILCS 5/10-20.5b, 5/22-33, 5/24-25, and 5/27-23.7(a).

115 ILCS 5/3(c), Ill. Educational Labor Relations Act.

410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.

430 ILCS 66/, Firearm Concealed Carry Act.

410 ILCS 705/, Cannabis Tax and Regulation Act.

720 ILCS 5/11-9.3.

Appendix C

WEST 40 INTERMEDIATE SERVICE CENTER #2
PROPERTY USE REQUEST

Organization:

School Requested:

Dates Requested (all dates must be listed separately or on a separate sheet):

Time of Event:

Purpose:

Number of Persons Expected:

Admission fee (if any):

We, the undersigned, agree to comply with all rules of West40 relating to the use of West40 properties (see attached rules and regulations in the Facility Usage Agreement) hereby assume responsibility for the enforcement of said rules during the time the building is being used.

Printed name of Applicant:

Signature of Applicant:

Address:

Contact Number and Email Address:

All groups that use our facilities will be required to staff the front entrance for arrival and dismissal of all participants of their events and activities. All doors must remain locked and closed at all times with no propping of the doors.

1. By signing this application applicants acknowledge that they have read all the rules on the attached sheets.
2. This form must be filled out completely and emailed to the Director of Facilities, Jeanne Keane, jkeane@west40.org in advance of the reservation date.
3. The certificate of insurance must be submitted before the application is approved.
4. Please provide proof of non-profit status (if applicable).
5. Invoices for usage of facilities will be issued by West 40 ISC #2 Business Office. Payment is due upon receipt prior to the use of facilities. Questions concerning usage fees should be directed to Jeanne Keane, jkeane@west40.org, 224-474-5386.

For Office Use Only:

Received (Date): _____

Approved _____ Disapproved: _____

Fee: _____

Invoice Date _____

Payment Received _____

Notice sent to renter _____

Director of Facilities _____

Appendix D

INDEMNITY FOR USE OF SCHOOL PROPERTY

In consideration of permission granted by West 40, ISC #2, Cook County, Illinois, to the undersigned to use the following school facilities:

School _____ Room _____

Date(s) _____ Time _____

For the purpose of _____

the undersigned hereby agrees to hold said West 40 harmless and indemnified and to protect West40 from any claims for damages, or expenses of defending any such claim for damages of any nature resulting from the use of said premises by the undersigned, it's agents, representatives, invitees, or any other persons including, but not limited to, the repair of any damages to any West40 property, of any nature resulting from such use by the undersigned, it's representatives, agents, invitees or other persons as a result of such use.

DATED this _____ day of _____, 2023/24

Organization:

Printed name of Applicant:

Signature of Applicant:

Address:

Contact Number and Email Address:

Appendix E

PANDEMIC AGREEMENT

In consideration of permission granted by West40 ISC #2, Cook County, Illinois, to the undersigned to use the following school facilities:

School _____ Room _____

Date(s) _____ Time _____

For the purpose of _____

West40 reserves the right to immediately terminate this facility usage agreement in the event of any pandemic, epidemic, endemic, outbreak, or any other widespread viral or bacterial infection, pursuant to applicable Illinois regulations and the Centers for Disease Control and Prevention (“CDC”) guidelines, including but not limited to COVID-19.

The undersigned assumes full responsibility for implementing safety measures to avoid the spread of infectious illness and agrees to abide by all applicable Illinois regulations and CDC guidelines when occupying West40 facilities.

The undersigned agrees to hold West40 harmless from any claims for damages, or expenses arising from any pandemic, epidemic, endemic, outbreak, or any other widespread viral or bacterial infection.

In the event of any pandemic, epidemic, endemic, or outbreak as defined by the CDC, the undersigned agrees to reimburse West40 for cleaning and disinfectant services, a bill for which will be mailed to the undersigned within 30 days of incurring such cleaning and disinfectant services.

All organizations are responsible for following all West40 mitigation strategies during building usage.

DATED this _____ day of _____, 2023/24

Organization:

Printed name of Applicant:

Signature of Applicant:

West 40 Intermediate Service Center #2
 Blackout Dates for Building Usage
 2023-2024 School Year

| | | |
|-------------------|-------------------|-------------------|
| July 4, 2023 | November 25, 2023 | February 15, 2024 |
| August 7, 2023 | November 26, 2023 | February 19, 2024 |
| August 8, 2023 | December 14, 2023 | March 4, 2024 |
| August 9, 2023 | December 23, 2023 | March 23, 2024 |
| August 10, 2023 | December 24, 2023 | March 24, 2024 |
| August 11, 2023 | December 25, 2023 | March 25, 2024 |
| August 12, 2023 | December 26, 2023 | March 26, 2024 |
| August 13, 2023 | December 27, 2023 | March 27, 2024 |
| August 14, 2023 | December 28, 2023 | March 28, 2024 |
| August 15, 2023 | December 29, 2023 | March 29, 2024 |
| August 16, 2023 | December 30, 2023 | March 30, 2024 |
| September 4, 2023 | December 31, 2023 | March 31, 2024 |
| October 9, 2023 | January 1, 2024 | April 26, 2024 |
| October 16, 2023 | January 2, 2024 | May 16, 2024 |
| October 17, 2023 | January 3, 2024 | May 22, 2024 |
| October 26, 2023 | January 4, 2024 | May 27, 2024 |
| October 27, 2023 | January 5, 2024 | May 29, 2024 |
| November 22, 2023 | January 6, 2024 | May 30, 2024 |
| November 23, 2023 | January 7, 2024 | June 19, 2024 |
| November 24, 2023 | January 15, 2024 | |