ORLAND SCHOOL DISTRICT 135

Use of School Facilities Handbook

Centennial School
14101 Creek Crossing Drive
Orland Park, IL 60467

Center School
9407 West 151st Street
Orland Park, IL 60462

Century Jr. High School
10801 West 159th Street
Orland Park, IL 60467

High Point School
14825 West Avenue
Orland Park, IL 60462

Jerling Jr. High School
8851 West 151st Street
Orland Park, IL 60462

Liberty School
8801 West 151st Street
Orland Park, IL 60462

Meadow Ridge School
10959 West 159th Street
Orland Park, IL 60467

Orland Jr. High School
14855 West Avenue
Orland Park, IL 60462

Park School
9960 West 143rd Street
Orland Park, IL 60462

Prairie School
14200 South 82nd Avenue
Orland Park, IL 60462

Community of Learners
Orland
School District 135

ORLAND SCHOOL DISTRICT 135

Use of School Facilities Handbook

Table of Contents

	Page
Use of School Facilities – Introduction……..……....	3
Application Procedures…….….	4-5
Rules and Regulations …...…….....…….…...	6-8
Cancellations……	9
Facilities Utilization Report……..	10
Termination of Privileges……..	11
Priorities and Group Classification for Community Use of School Facilities…….	12
Medical Emergency Policy……	13
Attachment A – Sample Forms	
A.1 – Application/Contract for Use of District Facilities …….	13
A.2 – Facilities Utilization Report ……..	14
A.3 – Orland School District 135 Rental Regulations ……..	15
Attachment B – Schedule of Rental Fees …….	16
Attachment C – Board of Education Policies	
C.1 – Community Use of School Facilities (Policy 8:20) …..……	17
C.2 – Visitors and Conduct on School Property (Policy 8:30) ……	18-20
C.3 – Tobacco Prohibition (Policy 5:50) ……..	21
C.4 – Relations With Other Organizations(Policy 8:100) ……..	22

INTRODUCTION

The primary purpose of Orland School District 135 facilities is to provide the students of our community an education. The Board of Education is aware of the large capital investment citizens have made in our school facilities. Therefore, the maximum use of the school district's facilities is encouraged if it is compatible with the efficient and effective operations of instructional and extracurricular programs and activities of Orland School District 135.

The Board of Education is pleased to make the facilities available to community groups within the school district in the promotion of school, civic or social goals in accordance with School Board Policy and Illinois School Code. The following guidelines are provided to those wishing to use school facilities.

APPLICATION PROCEDURES

1. An authorized representative of the requesting group must make application for use of district facilities through Orland School District 135's Application/Contract for Use of District Facilities. See Attachment A.1, page 16. All applications/contracts must be completed in person at the Administration Building, 15100 South 94th Avenue, Orland Park, Illinois, 60462, Maintenance Department.

2. An Application/Contract for Use of District Facilities must be filed and signed by one or more members (21 years or older) of the organization who will be personally responsible for any and all damage, and who will oversee that all provisions relating to the use of the facilities are carried out in the best interest of the Board of Education of Orland School District 135.

3. Prior to the use of school facilities, the requesting group must furnish a Certificate of Insurance for use of the desired school facilities, directed to the attention of the Director of Facilities and Maintenance, with the certificate naming Orland School District 135 as the additional insured, with bodily injury liability of $1,000,000 for each occurrence and property damage liability of $1,000,000 for each occurrence. The policy must be an "Occurrence Made" insurance policy.

4. Organizations using district facilities annually are requested to submit their applications after July 15 of each school year.

5. All applications must be submitted at least 7 business days in advance of rentals.

6. Applicants shall agree in writing to hold the Board of Education of Orland School District 135, as a whole or the individual members thereof, and all school district officials, agents and employees, free and harmless from any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of school district property.

7. Applicants shall agree to reimburse the school district for any damage to school district property.

8. Applicants shall agree to conform to the policies and procedures pertaining to the use of school district facilities adopted by the Board of Education.

9. When a request to use the school district facilities clearly falls within the scope of the established policies, the Superintendent or his/her designee is authorized to grant the request.

10. When a request to use school facilities does not clearly fall within the scope of the established policy, then the Superintendent or his/her designee will refer the request to the Board of Education.

11. Any outside advertisement of the event or activity on school property must be noted in the application for approval.

12. Payment for use – Rental of facilities for a one-time meeting or function is payable at least one week in advance. No refunds will be made for cancellation unless cancellation is made by the Board of Education or is made in writing by the requesting group at least 48 hours in advance.

13. Rental fees for school facilities by users on a regular basis shall be paid on receipt of invoice. Any organization delinquent in paying for use of the facilities after two notices shall be automatically disqualified from future use of district facilities until such time as payment is received.

14. If an organization exceeds their approved contract times, applicable additional charges shall be imposed according to the Schedule of Rental Fees.

RULES AND REGULATIONS

1. All rules and regulations of the Board of Education and provisions of the Illinois School Code are to be strictly observed by those using school district property and facilities. Any use, contrary to or in violation of the law, rules or regulations, shall be grounds for cancellation of the agreement and for removing the users from the property and further shall bar such individual, group or organization from further use thereof.

2. All agreements will be issued for specific rooms/areas and for specific hours. It shall be the responsibility of the organization to see that the unauthorized portions of the buildings are not used and that the premises are vacated as scheduled.

3. Under no circumstances shall a room be used to accommodate a group in excess of the legal maximum seating capacity for that room.

4. Reservations and charges refer to the actual date and time only. Access to the room will not ordinarily be possible until approximately fifteen (15) minutes before scheduled time subject to prevailing conditions. Use of facilities for rehearsals or setting up of displays, etc., will involve additional time charges. Fees are for actual time approved, which must include preparation time before and after the program. See Schedule of Rental Fees - Attachment B.

5. Members of the requesting group will not be admitted to rooms other than those approved on their agreement.

6. School district facilities may not be used for private or individual gain.

7. The school district reserves Winter Break, Spring Break, and similar recesses and holidays to renovate and clean its facilities.

8. The Board of Education reserves the right to free access to all parts of the facilities at all times.

9. The Board of Education reserves the right to grant or reject any application for school district facilities.

10. All non-school activities are to be scheduled in such a manner as to not interfere with the extracurricular and regular functions of the school.

11. School district facilities are available only to Orland community groups established within Orland School District 135 boundaries.

12. At no time shall an individual or group distribute political literature on school district property to students or adults, post it on school district property, place it on school district property for voluntary pickup, or place it in or on automobiles parked on school district property.

13. Use shall only be granted under the supervision of a custodian or employee of the school district who shall have charge of the grounds, preserve order, protect school district property and do all things necessary to carry out the provisions and intent of the laws of the State of Illinois and the policies of

the Board of Education which may apply thereto.

14. Setting up and taking down-of-chairs and equipment must be arranged by the user under school district supervision.

15. School district furniture or apparatus may not be moved or displaced by the user without permission from and under the supervision of the school district employee in charge.

16. No electrical equipment shall be attached to existing circuits without prior approval.

17. The organization shall be responsible for supervising, maintaining order and discipline.

18. The organization shall be responsible for maintaining cleanliness of the facilities.

19. Building custodians are directed to report any misuse of facility or rental agreement to the Building Principal and the Director of Facilities and Maintenance.

20. The use of facilities without charge will be granted only when a custodian is normally on duty; otherwise, the organization will reimburse the school district for out-of-pocket costs. See Schedule of Rental Fees - Attachment B.

21. Groups entitled to free use of the facilities will be charged at the full rate if they join in profit-making enterprises with outside interests that do not directly benefit Orland School District 135 students.

22. When the use of facilities is at no charge, it is the responsibility of the user to handle special arrangements upon the approval of school district personnel. All users are expected to leave the facility in the SAME ORDER AS PRIOR TO USE.

23. Custodial services for any work not directly assigned by a school designee are not available. A custodian may not assume any responsibilities beyond the scope of his or her assigned responsibilities.

24. Storage space and school special equipment and supplies are not available.

25. Organizations using the gymnasium must furnish their own equipment, such as basketballs, volleyballs, and other light equipment. Gym equipment, such as nets, backboards, etc., will be available provided prior arrangements are made and the equipment requested is housed in the building to be used.

26. All equipment brought into the building by the user should be properly labeled and approved by school district personnel prior to placement in the building. Orland School District 135 shall not be held responsible for the user's lost equipment nor is it liable for the use of the equipment. No equipment shall be stored on school district property.

27. Refreshments may be served only in designated areas with prior administrative approval.

28. All groups requesting the use of buildings or school district facilities must have acceptable and adequate adult sponsorship and supervision. (Ratio of 1 - 20)

29. All supervisors or sponsors must be at least twenty-one (21) years of age.

30. Children will not be admitted into the facility without adequate adult supervision. The organization's/group's supervisor will not leave the premises until all children have departed. At no times shall children be dropped off without the organization's/group's supervisor present.

31. At no time during the rental period shall an organization prop or leave doors open.

32. Transportation of children to and from meetings must be pre-arranged. The school telephone may not be used to arrange transportation.

33. Alcoholic beverages and/or narcotics are not permitted on school district premises.

34. The illicit use, possession or distribution of drugs or look-alike drugs and drug paraphernalia is not permitted on school district buses, in school district buildings, or on school district grounds at any time.

35. Smoking is not permitted in school district facilities or on school district grounds, in accordance with Board of Education Policy.

36. The buildings shall be cleared on weekdays by 9:00 p.m. for elementary schools and 9:30 p.m. for junior high schools, unless special arrangements have been made with the Maintenance Department. On weekends, all buildings will be cleared by 9:00 p.m.

37. All children must park bicycles in the designated parking racks or areas. Bicycles may not be parked on lawns, sidewalks, roadways or inside the building.

38. Automobiles may only be parked in designated areas.

39. All driveways must be kept clear at all times in accordance with fire and police department regulations.

40. Indoor Facilities:90% of the participating children shall live within the boundaries of District 135

CANCELLATIONS

1. All cancellations shall be made in writing to the Maintenance Department. Telephone requests will be accepted if confirmed in writing.

2. The Board of Education reserves the right to cancel any organization's agreement to use the facilities. Wherever possible, ample notice will be given.

3. On any days of emergency closing, typically designated as inclement weather days or snow days, all building use is cancelled.

FACILITIES UTILIZATION REPORT

Group representatives are required to sign a Facilities Utilization Report, which states the time the facility is being utilized, the facility, area of facility, damage report, if any, and signature and phone number of the user's representative. See Attachment A.2, page 17. This report will provide information for the determination of the correct bill to the group.

1. The report will be completed by the custodian who is responsible for the area in use.

2. The custodian will submit a copy of the report after each use. In the event of any damage, the building administrator will send a copy of the report to the Director of Facilities and Maintenance.

3. The Director of Facilities and Maintenance will be responsible for assessing the damages and contacting the Business Department for billing the appropriate group for damages.

TERMINATION OF PRIVILEGES

The Board of Education reserves the right to terminate any group's agreement and/or use of facility privileges for violation of any of the terms and/or provisions of the Board of Education's policies and procedures pertaining to the use of Orland School District 135 facilities.

PRIORITIES AND GROUP CLASSIFICATION FOR COMMUNITY USE OF SCHOOL FACILITIES

In scheduling the use of Orland School District 135's school facilities and properties, activities associated with the district's regular customary curriculum and extracurricular programs shall have priority over the activities of any other group/organization/individual.

For the purposes of approving and scheduling requests, the following categories of user groups are hereby established.

Group I School Sponsored Groups of School District 135
Orland Fire Protection District, Orland Police Department
Employee associations
Approved student groups
*Booster clubs & *Parent-teacher organizations (*Child-Oriented Events)
*Approved teacher activities
Approved intergovernmental agreements and leases

Group II Non-Profit Groups (*Child-Oriented)
Boy/Girl Scout and similar groups
Religious groups
Cultural groups
Recreational groups

**Child-oriented* shall be defined as an event for the age group of children who are normally served by the educational program of District 135; i.e., preschool through 8th grade. A percent of the participating children shall live within the boundaries of District 135. See Rules and Regulations: Indoor Facilities, page 8, #39; Outdoor Facilities, page 9, #40.

Group III Non-Profit Groups (**Adult-Oriented)
Civic groups
Governmental entities
Other taxing bodies within District 135 boundaries
Religious groups
District 230

***Adult-oriented* shall be defined as any group whose target audience is adults and not primarily students in preschool through 8th grade. 90% of the participating adults shall live within the boundaries of District 135.

Group IV Profit Groups - Charging Fees
Commercial groups for recreational purposes with participants residing within District 135 boundaries

Group V Board Approved Leases or Partnerships (requires Board authorization for building use)
Commercial groups for recreational purposes with participants residing outside District 135 boundaries
See Schedule of Rental Fees - Attachment B.

PLAN FOR RESPONDING TO A MEDICAL EMERGENCY

All non-school related groups must agree to use appropriate emergency procedures including calling 9-1-1 for medical emergencies and whenever an Automatic External Defibrillator (AED) is used.

Attachment A.1

ORLAND SCHOOL DISTRICT 135
COPY of Application/Contract for Use of District Facilities

THIS CONTRACT MUST BE PRESENTED TO THE NIGHT CUSTODIAN <u>EACH TIME</u> THE ACTIVITY ARRIVES AT THE BUILDING

A $25.00 fee will be assessed for no shows in Group I and II WITHOUT 48-hour cancellation notice

(708) 364-3346

PLEASE PRINT

_____

Organization Requesting Use of Facilities

_____ _____

Authorized Representative | Representative's Title

_____ _____

Mailing Address | City/State/Zip

_____ _____

Email Address | Business Phone

_____ _____ _____

Event Supervisor | Home and/or Cell Phone | Business Phone

Insurance Company _____ Policy Period _____

(Attach Certificate of Insurance naming Orland School District 135 as the Additional Insured)

Facility Requested _____ Area(s) Requested _____

Date(s) Requested _____

_____

_____

Time facility to be reserved_____am/pm to_____ am/pm (we will add prep/cleanup time)

Expected Attendance_____Age group _____ No. of Adult Supervisors _____

Special arrangements or custodial setup requested _____

The above listed Organization/Authorized Representative and Event Supervisor have read the Orland School District 135 Use of Facilities Handbook and, by signing this application, agree to abide by all rules and regulations specified within. *In addition, I/we do hereby stipulate and agree to indemnify and hold harmless School District 135, in whole or in part, with respect to any claims and expenses incurred by reason of any claims, for personal injury or property damage arising in connection with the use by such organization of the facilities of said School District 135, and shall, if required by the Board of Education of said School District, obtain public liability insurance.*

Authorized Representative Signature _____ Date _____

THIS COPY SHALL NOT BE USED AS AN OFFICIAL APPLICATION. ALL APPLICATIONS MUST BE DONE IN PERSON.

Attachment A.2

ORLAND SCHOOL DISTRICT 135

COPY Facilities Utilization Report

PLEASE PRINT - TO BE COMPLETED BY CUSTODIAN ON DUTY

Building _____Event Date _____ Custodian _____

Organization_____ Area(s) Used_____

Equipment approved for use_____Setup_____

Event Supervisor _____Time from _____ am / pm to_____ am / pm

THE CUSTODIAN and EVENT SUPERVISOR are required to report any damage to facilities, any unauthorized use of facilities or other violations of the Orland School District 135 Use of School Facilities or Procedures.

INCIDENT REPORT

_____ YES, building areas and equipment were used in accordance with the District 135 Use of School Facilities Policy and Procedures.

_____ NO, building areas and equipment were not used in accordance with the District 135 Use of School Facilities Policy and Procedures.

Explanation_____

_____

_____

_____ _____
Event Supervisor Date

_____ _____
Custodian Date

The Custodian on duty will submit this form to the Director of Buildings and Grounds after each use. In the event of any damage, the Director of Buildings and Grounds will be responsible for assessing the damage(s) and contacting the School District Business Office for billing the appropriate group for damages.

The Board of Education reserves the right to terminate any group's lease and/or use of facilities privileges for violation of any of the terms and/or provisions of the Board of Education's Policies and Procedures pertaining to the Use of Facilities.

Attachment A.3

ORLAND SCHOOL DISTRICT 135 RENTAL REGULATIONS

Orland School District 135 facilities may be rented by properly organized and supervised groups when classes and/or other activities do not require the facilities, if in the judgment of District 135 such use will not be detrimental to the educational purpose for which the facilities were provided. District 135 reserves the right to require that any rental agreement be surrendered in favor of another group when, in the opinion of District 135, the best interests of the agencies will be served by such a change in use.

The person whose name is on the rental agreement is responsible for enforcement of all rules and regulations.

1. All community groups must submit a current roster including names, addresses, phone numbers and District 135 school attended, as well as a Certificate of Insurance. A percentage of the participating children shall live within the boundaries of District 135. See Rules and Regulations.

2. Community groups must appoint one individual to be the representative. Only the appointed person may reserve areas in the name of the group. Only persons 21 years of age and older may sign a rental agreement for use of District 135 facilities. This person will be responsible for proper supervision of anyone admitted to an activity. Cost for any damage will be billed to the renter.

3. Each group is solely responsible for the supervision of all persons attending the activity including spectators.

4. The rental agreement must specify the activity in the rental area. The activity must be contained to the rental area.

5. The renter must make payment at the time of request. When applicable, a credit card may be used for rental payments. No refunds will be made for canceled activity time(s).

6. Smoking, alcohol, narcotics and gambling are prohibited in any District 135 building or on the adjacent grounds.

7. The building staff, maintenance staff and local police are to be allowed entrance to all activities in District 135 buildings.

8. No renter may store equipment or materials in District 135 buildings.

9. District 135 buildings are not available to any type of business.

10. The building custodial staff will allow renters into the facility at the scheduled rental time. Renters who stay beyond the scheduled time or cause excessive cleanup will be billed accordingly. Leaving the facility in an unacceptable state may jeopardize future rentals associated with this group.

11. Any group who violates the above rules may be denied future use of District 135 facilities.

12. A $25.00 fee will be assessed for no shows for Groups I and II without 48-hour cancellation notice (708) 364-3354.

I have read the above regulations and understand that I am the responsible person for this rental. I agree to abide by Orland School District 135 rental regulations.

Attachment B

Schedule of Rental Fees

NOTE: 1. All fees are prepaid and no refunds.
2. Fees do not reflect any additional accommodations including, but not limited to, air conditioning, room setups, etc.

Weekday Rates			
User Groups	**Classroom**	**Gym**	**Commons**
Group I	No Charge	No Charge	No Charge
Group II	No Charge	No Charge	No Charge
Group III	$25/hr	$30/hr	$30/hr
Group IV	$65/hr	$65/hr	$65/hr
Group V	$75/hr	$75/hr	$75/hr

Weekend Rates **(Must pay a three-hour minimum charge)** *Additional hours will be charged the rate indicated below.*			
User Groups	**Classroom**	**Gym**	**Commons**
Group I	No Charge	No Charge	No Charge
Group II	$50/hr	$50/hr	$50/hr
Group III	$75/hr	$100/hr	$100/hr
Group IV	$80/hr	$105/hr	$105/hr
Group V	$160/hr	$210/hr	$210/hr

NO FOOD OR DRINK ALLOWED IN CLASSROOMS OR GYMS

Attachment C.1
Policy 8:20

COMMUNITY USE OF SCHOOL FACILITIES

School facilities are available to community organizations during non-school hours when such use does not: (1) interfere with any school function or affect the safety of students or employees, or (2) affect the property or liability of the School District. The use of school facilities for school purposes has precedence over all other uses. The District reserves the right to cancel previously scheduled use of facilities by community organizations and other groups. The use of school facilities requires the prior approval of the Superintendent or designee and is subject to applicable procedures.

Persons on school premises must abide by the District's conduct rules at all times. Student groups, school-related organizations, government agencies, and non-profit organizations are granted the use of school facilities at no costs during regularly staffed hours. Fees and costs shall apply during non-regularly staffed hours and to other organizations granted use of facilities at any time. A fee schedule and other terms of use shall be prepared by the Superintendent and be subject to annual approval by the Board of Education.

LEGAL REF.:

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

10 ILCS 5/19-2.2.

105 ILCS 5/10-20.40, 5/10-22.10, and 5/29-3.5.

Good News Club v. Milford Central School, 121 S.Ct. 2093 (2001).

Lamb's Chapel v. Center Moriches Union Free School District, 113 S.Ct. 2141 (1993).

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

CROSS REF.: 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: February 8, 2016

VISITORS AND CONDUCT ON SCHOOL PROPERTY

The following definitions apply to this policy:

School property - District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a Board of Education meeting, school athletic event, or other school-sponsored event.

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

All visitors to school property are required to report to the Building Principal's office and receive permission to remain on school 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 and friends are invited onto school property, visitors are not required to sign in but must follow school officials' instructions. Persons on school property without permission will be directed to leave and may be subject to criminal prosecution.

All visitors to the Administration Center for anything other than a scheduled Board or Committee of the Whole meeting must sign in at the reception desk.

Except as provided in the next paragraph, any person wishing to confer with a staff member should contact that staff member by telephone or email 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 school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student's special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Superintendent or designee.

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

1. Strike, injure, threaten, harass, or intimidate a staff member, a 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 school 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 under the influence of an alcoholic beverage or illegal drug; be present when the person's alcohol or illegal drug consumption is detectible, regardless of when and/ or where the use occurred.
9. Use or possess medical cannabis.
10. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using

cellular phones in a disruptive manner).
11. Enter upon any portion of school premises at any time for purposes other than those that are lawful and authorized by the Board.
12. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized District employee's directive.
13. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding.
14. Violate other District policies or regulations, or a directive from an authorized security officer or District employee.
15. Engage in any conduct that interferes with, disrupts, or adversely affects the District or a School 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 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 special 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 Board, Superintendent, or Superintendent's designee. If permission is granted, the Superintendent or Board President shall provide the details of the offender's upcoming visit to the Building Principal.

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

Exclusive Bargaining Representative Agent

Authorized agents of an exclusive bargaining representative, upon notifying the Building Principal's office, may meet with a school employee (or group of employees) in the school building during duty-free times of such employees.

Enforcement

Any staff member may request identification from any person on school property; refusal to provide such information is a criminal act. The Building Principal 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 school property. The person is also subject to being denied admission to school events or meetings for up to one calendar year.

Procedures to Deny Future Admission to School Events or Meetings

Before any person may be denied admission to school events or meetings as provided in this policy, the person has a right to a hearing before the Board. The Superintendent may refuse the person admission pending such hearing. The Superintendent or designee must provide the person with a hearing notice, delivered or sent by certified mail with 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;
2. A description of the prohibited conduct;
3. The proposed time period that admission to school events will be denied; and
4. Instructions on how to waive a hearing.

LEGAL REF.:

Nuding v. Cerro Gordo Community Unit School Dist., 730 N.E.2d 96 (Ill.App.4, 2000).
Pro-Children Act of 1994, 20 U.S.C. §7181 *et seq*.
105 ILCS 5/10-20.5b, 5/24-24, and 5/24-25.
410 ILCS 130/, Compassionate Use of Medical Cannabis Pilot Program.
430 ILCS 66/, Firearm Concealed Carry Act.
720 ILCS 5/11-9.3.

CROSS REF.: 4:170 (Safety), 5:50 (Drug- and Alcohol-Free Workplace; Tobacco Prohibition), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:190 (Student Behavior), 8:20 (Community Use of School Facilities)

ADOPTED: February 13, 2017

TOBACCO PROHIBITION

Tobacco Prohibition

All employees are covered by the conduct prohibitions contained in policy 8:30, *Visitors to and Conduct on School Property*. The prohibition on the use of tobacco products applies both (1) when an employee is on school property, and (2) while an employee is performing work for the District at a school event regardless of the event's location. *Tobacco* shall have the meaning provided in section 10-20.5b of the School Code.

LEGAL REF.:
Americans With Disabilities Act, 42 U.S.C. §12114.
Compassionate Use of Medical Cannabis Pilot Program, 410 ILCS 130/.
Controlled Substances Act, 21 U.S.C. §812; 21 C.F.R. §1308.11-1308.15.
Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 *et seq*.
Safe and Drug-Free School and Communities Act of 1994, 20 U.S.C. §7101 *et seq*.
Drug-Free Workplace Act, 30 ILCS 580/.
105 ILCS 5/10-20.5b.

CROSS REF.: 8:30 (Visitors to and Conduct on School Property)

ADOPTED: February 8, 2016

RELATIONS WITH OTHER ORGANIZATIONS AND AGENCIES

The District shall cooperate with other organizations and agencies, including but not limited to:

- County Health Department
- Law enforcement agencies
- Fire authorities
- Planning authorities
- Zoning authorities
- Illinois Emergency Management Agency (IEMA), local organizations for civil defense, and other appropriate disaster relief organizations concerned with civil defense
- Other school districts

CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 4:170 (Safety), 5:90 (Abused and Neglected Child Reporting), 7:150 (Agency and Police Interviews)
ADOPTED: February 8, 2016