



CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council

DATE: February 13, 2012

FROM: John McDonough, City Manager

AGENDA ITEM: Intergovernmental Agreements (IGAs) with Schools

MEETING DATE: For Submission onto the February 21, 2012, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Agreements

APPROVAL BY CITY MANAGER: JPM APPROVED

_____ NOT APPROVED

PLACED ON AGENDA FOR: 2/21/12

CITY ATTORNEY APPROVAL REQUIRED: () YES () NO

CITY ATTORNEY APPROVAL: [Signature]

REMARKS:



To: John McDonough, City Manager

From: Ronnie Young, Recreation & Parks Director

Date: January 23, 2012 for Submission into the February 21, City Council
Agenda

Description: Intergovernmental Agreement (IGA) for Recreation & Parks Department

Recommendation:

Approval for the mayor to sign the revised Intergovernmental Agreements for six of the Fulton County Schools in Sandy Springs.

Background:

The IGAs have been modified.

Discussion:

Changes relating to responsibility on school grounds were made.

Financial Impact:

Fee for use remains the same. Additional cost will relate to maintenance of school grounds.

Final Impact:

We must have use of the schools to provide needed program for the many children in Sandy Springs.

*Recreation
and Parks*



BOARD OF EDUCATION
Linda Schultz, *President*
Linda P. Bryant, *Vice President*
Julia C. Bernath • Gail Dean • Catherine Maddox
Linda McCain • Katie Reeves
Robert M. Avossa, Ed.D., *Superintendent*

Dunwoody Springs Elementary School

INTERGOVERNMENTAL AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made and entered into as of this 1st day of September, 2011 by and between the **CITY OF SANDY SPRINGS**, a municipal corporation of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "City") and the **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "FCBE").

Background Information

- A. FCBE owns certain real property located at 8100 Roberts Drive, Sandy Springs, Georgia, 30350 (the "Elementary School Property"), on which Dunwoody Springs Elementary School (the "Elementary School") is located. The Elementary School Property is hereinafter referred to as the "School Property." The Elementary School is also referred to herein as a "School."
- B. The Playing Field (exterior School Facilities), and Gymnasium (interior School Facilities) (recognized as the "Elementary School Facilities") are located on the Elementary School Property. The Elementary School Facilities hereinafter referred to as the "School Facilities," as identified on Exhibit A.1 and A.2.
- C. FCBE and City desire to enter into this Agreement to provide for the joint use of the School Facilities by FCBE and City.

Agreement

Now, therefore, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and FCBE hereby agree as follows:

1. **Use of School Facilities by City.** FCBE hereby grants the City the right to use the School Facilities on the following terms and conditions:
 - a. FCBE expressly reserves priority to use the interior School Facilities for school activities, including extracurricular activities, from 7:00 a.m. until 6:30 p.m., Monday through Friday, during each Academic Year and FCBE reserves priority to use the exterior School Facilities for school activities, including extracurricular activities, from 7:00 a.m. until 5:30 p.m., Monday through Friday, during each Academic Year and

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during the Term of the Agreement. FCBE and City expressly agree that during such times, the School Facilities may be used for the activities of any Fulton County School. As used herein, the term "Academic Year" shall be defined by FCBE on an annual basis as requested.

b. City shall have no right to use the School Facilities during Regular School Hours unless the principal (the "Principal") of the School on which such School Facilities are located or his or her designee consents to such use in such Principal's sole and absolute discretion. As used herein, the term "Regular School Hours" shall mean the periods from 7:00 a.m. through 4:00 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement.

c. City may request the use of the interior School Facilities after Regular School Hours when FCBE has priority to use such interior School Facilities (i.e., from 4:00 p.m. until 6:30 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement) by notifying the Principal of the School on which such School Facilities are located in writing not less than one week prior to the date City desires to use such School Facilities. Such Principal shall use reasonable efforts to accommodate such request.

City may request the use of the exterior School Facilities after Regular School Hours when FCBE has priority to use such exterior School Facilities (i.e., from 4:00 p.m. until 5:30 p.m. Monday through Friday, throughout each Academic Year during the Term of the Agreement) by notifying the Principal of the School on which such School Facilities are located in writing not less than one week prior to the date City desires to use such School Facilities. Such Principal shall use reasonable efforts to accommodate such request.

d. During each Academic Year, City shall have first priority use of the exterior School Facilities Monday through Friday from 5:30 p.m. until dark and Monday through Friday from 6:30 p.m. until 8:30 p.m. for the interior School Facilities. The City shall have first priority use of the School Facilities Saturdays from 9:00 a.m. until 5:00 p.m., and Sundays from 12:00 p.m. until 5:00 p.m. City shall also have first priority use of the School Facilities during the Non-Academic Year, defined as the time between the end of each Academic Year and the beginning of the next Academic Year. Notwithstanding, the City acknowledges as a result of or due to any emergency, evacuation and/or any other unexpected event, activity and/or occurrence, the Principal shall have first priority superseding any scheduled or non-scheduled City or third party activity and or event during either the Academic school year or Non-academic School Year.

The times for use of the School Facilities during the Non-Academic Year shall be the same as times for use during the Academic Year. The City may request additional time for the use of the School Facilities during the Non-Academic Year through the School's Principal. The Principal shall use reasonable efforts to accommodate such request. The City may enter onto the Playing Field thirty minutes prior for setup.

The City will pay the rental charge on an hourly basis pursuant to the Facility Use Fee Schedule referenced in Exhibit C for the use of the interior School Facilities.

Notwithstanding, City acknowledges that the Principal may schedule special events to be held during the Academic Year and Non-Academic Year while City has first priority

use, whereas City will accommodate such scheduled events as long as proper notice of fifteen (15) days is given by the Principal to the City.

FCBE and the City shall determine a mutually agreed upon period of rest for the Playing Field for a period of no less than thirty (30) consecutive days during the Non-Academic Year in order to maintain the quality of the turf.

e. Notwithstanding subsection 1.d. above, FCBE may request the use of the School Facilities during times when City has first priority to use such School Facilities as described above by notifying City in writing not less than one week prior to the date FCBE desires such School Facilities. City shall use reasonable efforts to accommodate such requests. FCBE and City expressly agree that during such times, the School Facilities may be used for the activities of any Fulton County School.

f. City and FCBE acknowledge that non-City sponsored groups may, from time to time, request the use of the School Facilities or have the right to request the use of the School Facilities. Such groups may be permitted to use the School Facilities provided that (a) such groups qualify, in FCBE's or its representative's sole discretion, to use the School Facilities under FCBE's policy governing use of School Facilities; (b) both FCBE and City deem the proposed activity to be an appropriate use of the School Facilities; (c) the use does not interfere in any way with the conduct of school activities, including but not limited to, after-school athletic and other extracurricular activities of whatever nature of any Fulton County School; (d) the use does not interfere in any way with the conduct of City's recreational activities; (e) the activity does not conflict with any previously scheduled activities of City or FCBE; (f) reasonable periods of rest are observed in order to maintain the quality of any turf located on any of the School Facilities, and (g) such non-City sponsored groups agree in writing to the following: (g.1.) provide supervisory and security personnel to properly maintain the order and discipline when the School Facilities are being used by such groups; (g.2.) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (g.3.) if applicable, secure and lock the exterior School Facilities upon the completion of each practice, game or other activity thereon; (g.4.) maintain the exterior or interior School Facilities during the period of use; and (g.5.) pay the required "usage" fees, if any, as referenced in Exhibit C. When non-City sponsored groups request the use of the School Facilities during the times when City has the first priority to use the School Facilities, City will use reasonable efforts to accommodate such requests and will be responsible for scheduling such activities, and City will promptly notify the Principal of the School on which such activities will occur of each such request. The Principal will coordinate such scheduling when non-City sponsored groups request to use the School Facilities during all times when City does not have the exclusive right to use the School Facilities. The principal shall use reasonable efforts to accommodate such request.

g. City shall (i) provide adequate supervisory and security personnel at each activity to properly maintain order and discipline when the School Facilities are being used by City; (ii) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (iii) if applicable, secure and lock the exterior School Facilities upon completion of each practice, game or other activity thereon; (iv) return School Facilities to original condition prior to its use; (v) City shall place trash cans and recycling bins on the exterior School Facilities where Principal deems appropriate; and (vi) City shall place porta potties on exterior School Facilities where Principal deems appropriate.

h. City shall keep all motorized vehicles off grassed areas and public parking shall be limited to designated areas only as directed by the Principal.

i. City's use of the School Facilities is expressly subject to and conditional upon City's compliance with Fulton County Board of Education Policy KG and Procedure KG, which Policy and Procedure are hereby incorporated into this Agreement as referenced in Exhibit D. In the event of any conflict between the terms of this Agreement and Policy KG and Procedure KG, the Policy and Procedure shall control.

j. No food or drink with the exception of water shall be allowed in the interior School Facilities.

2. **Term of Agreement.** This agreement shall be for a term commencing on the 1st day of September 2011, and ending on the 31st day of August 2012, provided that the Board of Education may cancel this agreement if City fails to timely remedy any non-compliance with this Agreement within thirty days of written notice of FCBE's intention to cancel the Lease Agreement, notwithstanding the terms of Sections 9, 11 and 14(b) of this Agreement. Following expiration of the Lease, all permanent improvements made by the City will remain the property of FCBE.

The Intergovernmental Agreement shall not automatically renew. However, the City may notify FCBE at least ninety (90) days prior to the expiration of the term to request that the Intergovernmental Agreement be renewed for an additional one (1) year term. The Intergovernmental Agreement will only renew upon the written agreement of FCBE, which shall be in FCBE's sole discretion.

3. **Consideration and Expenses.** The parties agree that the mutual use of the School Facilities by the parties is the consideration for the entry into this Agreement by both parties and that no rent shall be payable for the use of the exterior School Facilities by either FCBE or City. Notwithstanding the foregoing, the City agrees that it shall make the initial improvements as described in Exhibit B. The said initial improvements shall be made by the City within the first year of the initial term, more specifically during the period recognized as the Non-Academic Year and the said initial improvements shall be completed prior to the next Academic year; however, rent shall be payable by the City for the use of the interior School Facilities.

The City shall pay for all usage fees associated for the use of any interior School Facilities. The usage fees shall be assessed on the basis of the Facility Use fee schedule, as referenced in Exhibit C. The City acknowledges from time to time on a periodic basis FCBE may change the Facility Use fee schedule which the City will abide to such changes.

In addition, if FCBE incurs direct costs or expenses (other than maintenance costs, which shall be governed by Section 5 below) solely as a result of the use of FCBE's School Facilities by the City (not including maintenance or utility expenses resulting from the reasonable use of such School Facilities) upon FCBE being made aware of such costs or expenses, FCBE shall notify the City of such costs or expense prior to the City's continued use of such School Facilities, and the City shall be required to reimburse FCBE for such costs or expenses within thirty (30) days of the request.

4. **Maintenance of School Facilities.**

a. In addition to the obligations contained in subsection 1.g. above, during the Academic Year, each party shall, at such party's expense, maintain the School Facilities in good condition and repair in relation to each party's use of the School Facilities, including without limitation the provision of routine custodial services and the repair and replacement of all equipment and improvements located on the School Facilities.

City and FCBE both acknowledge no irrigation system exists at the exterior School Facilities.

Periodic inspections may be performed by FCBE or its agents or employees of the field improvements and/or field conditions. Any problems (and origin thereof, if identifiable) are to be reported to the offices of the FCBE. FCBE shall provide notice to the City to make the appropriate repairs and / or corrections to the field.

City shall maintain, at City's sole expense, the Playing Field in a good and safe condition.

As used herein, the term "routine custodial services" shall include without limitation, the collection of litter and debris from the School Facilities; following each use, removal of the contents of City's furnished trash receptacles and recycling bins; and following each use, removal of hazardous items from areas utilized or accessible to staff, students, or visitors. The City shall maintain an adequate level of sanitary supplies as mutually agreed upon by the City and Principal.

b. City shall have no right to construct any improvements on the School Facilities owned by FCBE without FCBE's consent which consent may be withheld in FCBE's sole discretion. During the Term, the City shall not demolish any of the School Facilities located on FCBE's property without the consent of FCBE hereto, which consent shall not be unreasonably withheld, conditioned or delayed.

5. **Utilities.** The City shall pay for all water utilized for the maintenance of the exterior School Facilities. The City shall pay for any electrical charges if utilized. FCBE shall pay all water and electricity charges for the interior School Facilities.

6. **Insurance.** The City shall maintain a minimum of \$1 million commercial general liability (including bodily injury, property damage and fire legal liability) insurance with a \$2 million general aggregate, shall maintain a minimum of \$1 million automobile liability insurance (CSL), and provide statutory Workers Compensation coverage with a minimum Employers Liability of \$100,000 per accident, \$500,000 policy limit. Any third party using the School Facilities with the express, written consent of the City shall maintain a minimum of \$1 million commercial general liability(including bodily injury and property damage) and automobile liability insurance coverage, with minimum policy limit of \$1 million per occurrence (CSL), and name FCBE and City as additional insureds. For purposes of this Agreement, the phrase "third party using the School Facilities" shall mean an entity, group, or individual other than an agent, employee, or elected or appointed official of the City or the FCBE that receives written permission from the FCBE or City to use the School Facilities for a function , event or program in a manner substantively more intense than general public use, it being understood and agreed that 'use of the School Facilities' by the general public for general recreational purposes shall not require acquisition of the insurance referenced immediately above. Any third party performing building, construction, or public improvement projects on the School Facilities

with the express written consent of FCBE shall be required to maintain a minimum of \$2 million commercial general liability (including bodily injury and property damage) insurance, shall maintain a minimum of \$1 million automobile liability insurance (CSL) naming both FCBE and City as additional insureds and provide statutory Workers Compensation coverage with a minimum Employers Liability of \$100,000 per accident, \$500,000 policy limit. Any third party performing building, construction or public improvement projects on the School Facilities shall submit proof of insurance by submitting a certificate of insurance prior to performing such work.

7. **Liability.** City shall be responsible for the acts and omissions of City and its agents, contractors or employees. FCBE shall be responsible for the acts and omissions of FCBE and its agents, contractors, or employees. Any third party using the School Facilities shall be required to defend, indemnify and hold harmless FCBE and City and their agents and employees against all costs, damages, or claims, whether for personal injury or property damage, arising out of any act or omission of such third party in connection with its use of the School Facilities.
8. **Casualty.** If any of the School Facilities are damaged or destroyed during the Term of the Agreement by a casualty loss, FCBE may elect to rebuild or restore same to such School Facilities. If such damage or destruction is due to the acts or omission while in City's care, custody and control, then FCBE may elect to rebuild or restore the damaged or destroyed School Facilities subject to reimbursement by the City pursuant to the terms of Section 7 above.
9. **Condemnation.** In the event all or any portion of the School Property is condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then all condemnation awards or sales proceeds shall belong to the owner of such condemned or sold property, and this Agreement shall terminate as to such property on the date of such condemnation or sale. If a portion of the School Property that contains all of the School Facilities is so condemned or sold then this Agreement shall terminate on the date of such condemnation or sale.
10. **Liens.** No encumbrances, charges or liens against the School Facilities shall exist because of any action or inaction by either party or such party's independent contractors. Each party shall discharge by bond or otherwise within ten (10) days of notice of existence of any lien, encumbrance or other charge arising because of the actions of such party.
11. **Termination.**
 - (a) Either party shall have the right to terminate this Agreement without cause upon ninety (90) days prior written notice. FCBE shall have no obligation to compensate City, including any compensation for any value of any improvements, and all improvements made by City or on City's behalf shall remain with the School Facilities.
 - (b) In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall, in addition to all other rights and remedies available to such non-defaulting party at law or in equity, have the right to (i) provide written notice to the defaulting party of the intention to terminate this Agreement within (30) days of the written notice if such default is not remedied within the 30 days, or (ii) cure such default at the expense of the defaulting party. The defaulting party, within ten (10) days of the receipt of a statement for reimbursement, shall reimburse the other

party for any amount paid and any expense or contractual liability so incurred. Notwithstanding the foregoing, if (i) such default is of such nature that it cannot reasonably be remedied within such thirty (30) day period, (ii) the defaulting party has commenced its efforts to remedy such default within such thirty (30) day period and is diligently and in good faith pursuing such efforts, and (iii) actually remedies such breach within sixty (60) days from the date it first receives notice of default from the non-defaulting party, the non-defaulting party shall not have the right to terminate this Agreement.

12. **Expiration of Term.**

a. Upon the expiration of the Term of the Agreement, all fixed and permanent improvements upon the School Property shall remain the property of FCBE, free and clear of all liens and encumbrances. Either party may remove portable improvements made by such party. A listing of all portable improvements shall be prepared by such party and approved by the other party prior to the removal of said improvements. Except in connection with repairs or replacements, each party covenants not to destroy or remove any improvements constructed (other than portable improvements) or equipment placed upon the other party's property, pursuant to this Agreement or otherwise, without the written consent of the other party, which written consent may not be unreasonably withheld, conditioned, or delayed.

b. Upon the expiration of the Term, each party agrees to promptly vacate all parts of the other party's Property. All keys held by a party for the School Facilities located on the other party's Property shall be returned to the other party within a reasonable time.

13. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) certified mail, return receipt required or (ii) delivered personally, including by courier or expedited mail service, address as follows (or at such address as may be specified from time to time in writing):

If to FCBE: Superintendent
Fulton County Board of Education
786 Cleveland Avenue, S.W.
Atlanta, Georgia 30315

With a copy to: David Knotts, Land Agent
Fulton County Board of Education
5270 Northfield Boulevard
College Park, Georgia 30349

If to City: John McDonough
City Manager
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed notice has been given.

14. **Miscellaneous.**

a. This Agreement shall be construed as an intergovernmental contract, and no estate shall pass out of FCBE or City. Neither party shall, without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion, assign its interest in this Agreement or any interest hereunder. Consent to any assignment shall not destroy this provision and any later assignments shall be made likewise only upon the prior written consent of the other party. Any assignee of either party, at the option of the party, shall become directly liable to the other party for all obligations of the assigning party hereunder, but no assignment by either party shall relieve such party of any liability hereunder to the other party.

b. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor, materials or financing, failure or lack of utilities, governmental laws and regulations, riots, insurrection, war, acts of God, inclement weather, or other causes beyond the reasonable control of either party ("Force Majeure"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.

c. NEITHER PARTY WILL ALLOW ALCOHOLIC BEVERAGES OR THE USE OF TOBACCO PRODUCTS ON THE SCHOOL FACILITIES OWNED BY THE OTHER PARTY AT ANY TIME DURING ITS USE OF THE SCHOOL FACILITIES OWNED BY THE OTHER PARTY.

d. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless attached hereto and signed by City and FCBE. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

e. Time is of the essence for each and every provision and stipulation of this Agreement.

f. Each party acknowledges that this Agreement has been freely negotiated by both parties, and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

g. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded, to such party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement except as may be specifically agreed in writing.

h. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

CITY OF SANDY SPRINGS

By: _____

Name: _____

Title: _____

Date: _____

Notary Public

FULTON COUNTY BOARD OF EDUCATION

By: _____

Name: Patrick Burke

Title: Chief of Operations

Date: _____

Notary Public

By: _____

Name: Robert M. Avossa, Ed.D

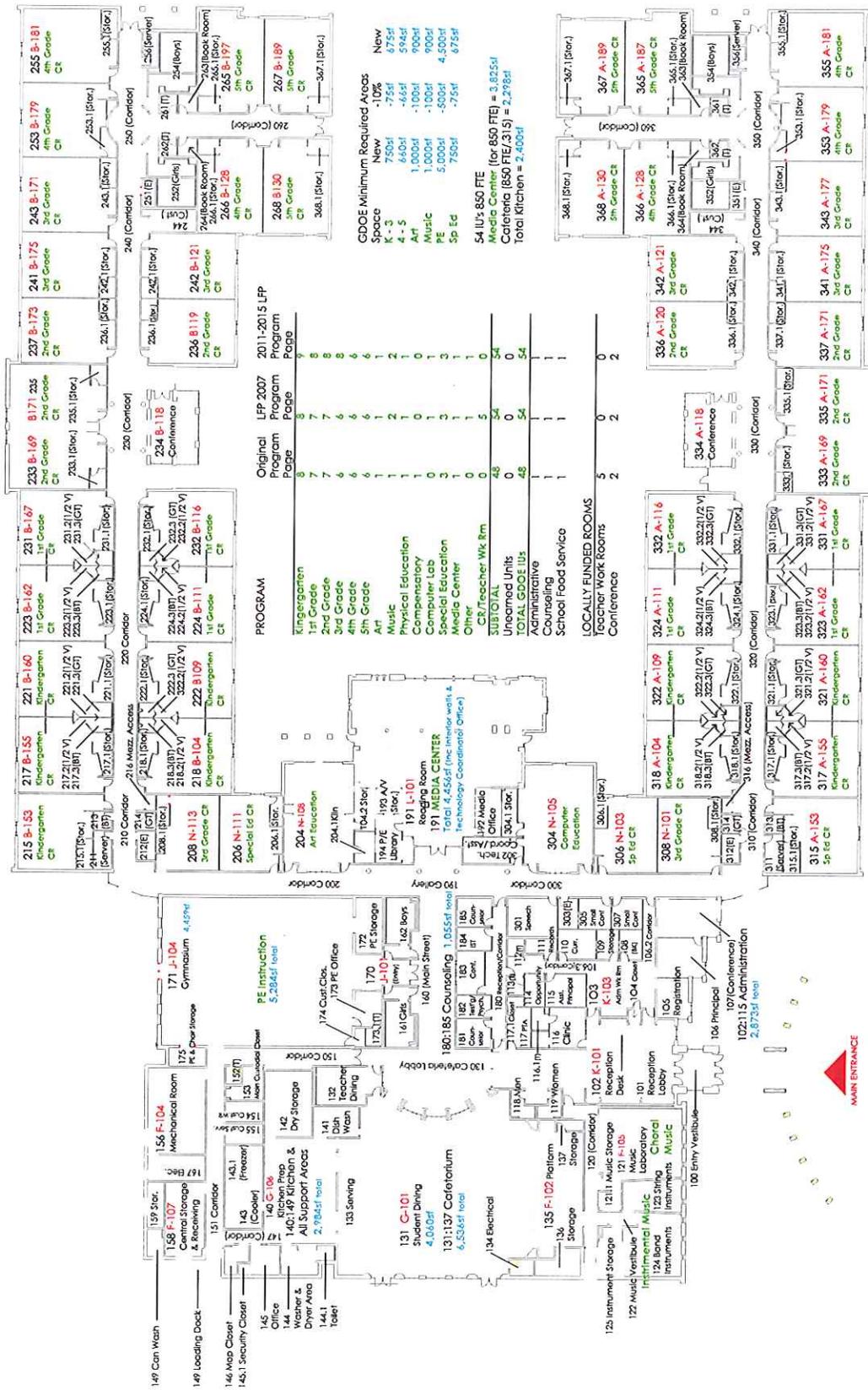
Title: Superintendent

Date: _____

Notary Public

- Exhibit A.1
- Exhibit A.2
- Exhibit B
- Exhibit C
- Exhibit D

Exhibit A.1



DUNWOODY SPRINGS CHARTER SCHOOL
 (Name on Working Drawing = Roberts Drive ES Site H)
 8100 Roberts Drive, Atlanta GA 30350 (770) 663-4040

Black Room Numbers = GDOE Inventory
Red Room Numbers = Current Numbers on Building
 Green Room Names = GDOE Financed Instructional Units

2011-2015 LFP Inventory Drawing
 April 1, 2011

DUNWOODY SPRINGS CHARTER SCHOOL
 20.08 ACRES
 STATE SCHOOL NO. 0207
 BUILDING AREA = 107,500 SQ. FT.
 MEZANINE AREA = 6,998 SQ. FT.
 TOTAL AREA = 114,498 SQ. FT.

BUILDING YEAR 2000
 SQ. FT. 114,428
 LL 54



OVERALL FLOOR PLAN
 SCALE 1" = 40'



GDOE Minimum Required Areas

Space	New	1,026	New
K-3	750H	-754	4,754
4-5	660H	-664	5,944
Art	1,000H	-1,004	9,004
Music	1,000H	-1,004	9,004
PE	5,000H	-5,004	4,500H
Sp Ed	750H	-754	4,754
54 IUs = 850 FTE			
Media Center (for 850 FTE) = 3,825H			
Cafeteria (850 FTE/319) = 2,298H			
Total Kitchen = 2,400H			

Exhibit A.2

Turner McDonald Pkwy

8100 Roberts Dr, Sandy Springs, GA 30350

Dunwoody Springs ES

Playing Field

Roberts Dr

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Exhibit B

The City shall make the following improvements:

The City shall make miscellaneous capital improvements at Dunwoody Springs ES to be mutually agreed upon by both the City and FCBE. Amount of said improvements shall be \$5,000. Said improvements to be made within nine (9) months of execution of the lease.

City shall submit three (3) sets of drawings which reflect the proposed improvements to FCBE for approval. No construction by the City shall commence until drawings are approved in writing by FCBE. As-builts shall be provided by the City following completion of construction of the improvements by the City.

Rules Governing Use of Facilities by Outside Organizations

Outside Organizations shall follow these additional rules governing use of school facilities

1. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
2. A school custodian, and/or other System employee as designated by the principal, must be present during the activity or event. School employees are not permitted to give their building keys to an outside organization.
3. General Liability Insurance in the amount of \$1 million (minimum) combined single limit coverage is required. \$500,000 (minimum) Auto Liability coverage is required. Worker's Compensation coverage is required, if applicable. A Certificate of Insurance must be provided at the time the contract is signed. Fulton County Board of Education must be listed as an "Additional Insured" on the policy.
4. Lease fees are to be paid in advance to the Rental Office, 5270 Northfield Boulevard, College Park, Georgia 30349. Check should be made payable to **FULTON COUNTY BOARD OF EDUCATION**. Facilities will not be available until payment and the proper documents are received by this office. Phone number (404) 765-7157; fax number (404) 305-2235.
5. Signs, banners, permits, etc., may not be erected on school property unless the permission of the Principal or designee is obtained in advance and only if such displays do not deface school property.
6. Adequate supervision, as approved by the Principal, must be present for activities involving children.
7. Parking is permitted only in designated areas.
8. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
9. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
10. Any use of a facility beyond the time specified in their use agreement is subject to additional fees charged in quarter hour increments.
11. All activities must be orderly and lawful, and must comply with all federal, state and local laws.
12. Use of lighted athletic fields must end by 10:00 p.m.
13. Overnight use (sleepovers) of school facilities is permitted only with the explicit permission of the Principal and written approval from the Fire Marshall.
14. Food and beverages are allowed inside of cafeteria only. Request for authorization must be made in the application and approved in the use agreement. The organization is responsible for cleanup for all areas used.
15. Alcohol, illegal drugs, weapons or explosives are not allowed in school facilities or on school property.
16. The use of tobacco products is prohibited in school facilities and on school property.
17. School facilities that are available for use by outside organizations are: PE buildings, media centers, parking lots, gymnasiums, cafeterias/cafeteria, kitchens (System cafeteria staff must be utilized), playing fields, athletic fields. Request to use auditoriums, theaters, concession facilities, media centers, conference rooms, and common areas will be considered on a case-by-case basis by the Rental Office, in consultation with the school Principal. Use of System personnel may be required at the Principal's option. Classrooms, laboratories and stadiums are available under special arrangement only, approved on a case-by-case basis.
18. Outside organizations may use tables and chairs if requested in advance. A set-up fee will be charged. Requests to use public address systems or audio visual equipment will be considered on a case by case basis by the Rental Office in consultation with the school principal. A fee will be charged and System personnel must be used. The following types of equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical or laboratory equipment.
19. Requests to use teaching museums, staff development centers or other System facilities will be considered on a case-by-case basis by the Rental Office, in consultation with the building supervisor.
20. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems, or to the structure or grounds of the facility.
21. Outside organizations may not sublease school facilities to other organizations or individuals, or transfer or assign their use agreement to anyone.
22. Individuals are not eligible to apply for use of school facilities.
23. School facilities shall not be used for anything other than use(s) approved in the Use Agreement.
24. The use of said areas shall not in any way interfere with school activities. Facilities will be left in as good condition as found.
25. When schools are closed because of inclement weather, all facilities use is canceled. The undersigned further agrees to pay all applicable fees at least three working days prior to use.

Revised 12/16/11

**FULTON COUNTY PUBLIC SCHOOLS
USE AGREEMENT/APPLICATION FOR USE OF SCHOOL FACILITIES**

Application must be filed in the Rental Office not less than 10 working days before intended use. All information must be furnished before the application can be processed. Fees must be paid three working days prior to scheduled event. Make check or money order payable to Fulton County Board of Education. Phone number - (404) 765-7157; fax number - (404) 305-2235

1. Name of Organization _____
2. Responsible Representative _____
 Print name of authorized agent/representative _____ Title _____
 Address _____
 Phone (W) _____ (H) _____ Fax _____
 Email Address _____
3. School Requested (name) _____ Type of Activity/Purpose _____
4. Date (s) and Time Requested _____ a.m. _____ p.m. *UNTIL* _____ a.m. _____ p.m.
 Areas to be Leased _____, _____, _____, _____, _____, _____
5. Number of persons expected to attend _____
6. Organization's Policy Number _____ Policy Limit (minimum \$1 million General Liability coverage) \$ _____
 Auto Liability Coverage (minimum \$500,000 coverage) \$ _____ Worker's Compensation, if applicable \$ _____
7. Do you want to charge an admission fee? If yes, in what amount? Adult \$ _____ Child \$ _____ Other \$ _____
 NOTE: Prior approval of Rental Office is required in order to charge admission.
8. Will this activity be a fundraiser? _____ If yes, must be section 501 C (3) tax exempt organization and must attach copy of IRS determination letter to application.
9. Do you want to serve refreshments? _____ NOTE: Prior approval of the Rental Office is required in order to serve refreshments. Food and beverages are not allowed in school buildings except in the cafeteria. A clean-up fee/deposit may be charged if food and/or beverages are served.
10. The Organization's Representative(s) has/have read and agrees to the facility use terms and conditions on the back of this agreement. Initial _____
11. Specifically for "AFTER SCHOOL ENRICHMENT PROGRAMS" - Custodial fees are waived between the hours of 2:30 p.m. and 6 p.m.

FEE SCHEDULE

OTHER

LEASED AREAS	Mark Leased Area with X	Minimum Fee (2 hours)	Hourly Rate above Minimum
Gymnasium, Elementary School		\$32.00	\$16.00
Gymnasium, Middle School		\$46.00	\$23.00
Gymnasium, High School Auxiliary		\$32.00	\$16.00
Gymnasium, High School Main		\$62.00	\$31.00
PE Multi-Purpose Room		\$32.00	\$16.00
Cafeteria, Elementary		\$32.00	\$16.00
Cafeteria, Middle School		\$46.00	\$23.00
Cafeteria, High School		\$46.00	\$23.00
Kitchen (staff fee also required)		\$46.00	\$23.00
Theater/Auditorium		\$62.00	\$31.00
Media Center, Elementary School		\$32.00	\$16.00
Media Center, MS or HS		\$46.00	\$23.00
Classroom		\$16.00	\$8.00
Concession Stands		\$16.00	\$8.00
Non-Stadium Field, no light use		\$24.00	\$12.00
Non-Stadium Field Lighting adder		\$16.00	\$8.00
Stadium Field, no light use		\$32.00	\$16.00
Stadium Lighting adder		\$52.00	\$26.00
Track, Asphalt MS, ES		\$16.00	\$8.00
Track, High School		\$32.00	\$16.00
Tennis Court (per Court)		\$8.00	\$4.00
Parking Lot		\$16.00	\$8.00
Teaching Museum		\$62.00	\$31.00

NOT - FOR - PROFIT YOUTH

Minimum Fee (2 hours)	Hourly Rate above Minimum
\$16.00	\$8.00
\$24.00	\$12.00
\$16.00	\$8.00
\$32.00	\$16.00
\$16.00	\$8.00
\$16.00	\$8.00
\$24.00	\$12.00
\$24.00	\$12.00
\$24.00	\$12.00
\$32.00	\$16.00
\$16.00	\$8.00
\$24.00	\$12.00
\$8.00	\$4.00
\$8.00	\$4.00
\$12.00	\$6.00
\$8.00	\$4.00
\$16.00	\$8.00
\$26.00	\$13.00
\$8.00	\$4.00
\$16.00	\$8.00
\$4.00	\$2.00
\$8.00	\$4.00
\$32.00	\$16.00

STAFFING FEE (TO BE DETERMINED BY PRINCIPAL) - when additional staffing is necessary and/or required including setup and cleanup.
 To be Completed by School: Custodial Time required? Yes _____ No _____ Custodial Time = \$35 per hour (includes fringe benefits).
 Total Custodial Costs = Hours worked _____ x \$35/Hr = \$ _____ (Teacher/Coach) = \$28 per hour (includes fringe benefits).
 Technician (for Theatre) = \$28 per hour (includes fringe benefits). Security Personnel = \$40 per hour (includes fringe benefits).

ADDITIONAL CHARGES may be applicable (to be determined by the Rental Office in consultation with Principal on a case-by-case basis) such as deposit, extraordinary utility use, and maintenance charge.

School Bathroom Products utilized (paper towels, toilet tissue, soap, etc). Total Bathroom Products Fee \$ _____

CHARGE FOR USE: Facility Fees \$ _____ + Staffing Fees \$ _____ + Additional Charges \$ _____ = **TOTAL CHARGES \$ _____**

The undersigned agrees to abide by current FCBE Policy/Administrative Procedure KG (Use of School Facilities) and the requirements for users of school facilities listed above and on the reverse side of this application form. The undersigned shall be financially responsible for any and all claim of loss, injury or damage to person or property resulting from the organization's use of School property and shall indemnify the School Board and its employees and agents against any liability resulting from the organization's use of School Board property. The undersigned further agrees to pay all applicable fees at least three working days prior to use.

The undersigned hereby covenants and agrees to hold harmless as a result of any damage or injury to the school facilities and to indemnify FCBE against any liability whatsoever resulting from the use of the premises by the undersigned, whether servants or agents or independent contractors guest or otherwise. The undersigned does not intend to and does not hereby create any right of remedy in any third person.

Organization Representative's Signature _____ Date _____

Principal's Signature _____ Date _____

FULTON COUNTY BOARD OF EDUCATION

Reason for Denial: (If Applicable)
 * Time Conflict _____
 * Unsatisfactory previous experience w/group _____
 * No employee available for security, custodial, etc. _____
 * Purpose use incompatible with facility _____

Rental Office/Land Management Coordinator _____ Date _____

Make check payable to Fulton County Board of Education in the amount of \$ _____ per (check one) _____ Day; _____ Week; _____ Month; _____ Year

Exhibit D

District Policy

Book: District Policy
Section: K - General Public Relations
Title: Use of School Facilities
Number: KG
Status: Active
Legal: O.C.G.A., 20-2-520, Op. Att'y Gen. 1945-47, p. 206; 1963-1965, p. 401; 1960-61, p. 172, 1958-59, p. 98
Adopted: 07/01/1986
Last Revised: 11/21/2008
Last Reviewed: 05/21/2009

Policy Detail

The primary purpose of our school facilities is to provide a suitable setting in which to educate the students of Fulton County. Therefore, a school's curricular and extracurricular needs and other school-sponsored activities, as determined by the principal, shall have first priority for the use of school facilities. School-related support groups, such as PTAs, booster clubs, employee organizations, etc., shall have second priority.

At the same time, the Board of Education recognizes that school facilities represent a significant investment on the part of the District's residents. Therefore, the Board encourages community use of school facilities when such use will not interfere with the School System's educational mission.

The following outside organizations shall be eligible to apply for use of school facilities: (1) business partners of the System's schools; (2) non-profit organizations that are based in the District and whose members are mostly District residents; (3) governmental agencies located in the District or serving District residents; (4) businesses located in the District, but only for non-commercial, community oriented purposes ; and (5) organizations that are currently approved by the Georgia State Board of Education to serve as Supplemental Educational Services providers to System students and are currently under contract with the System to provide Supplemental Educational Services to eligible System students, but only for the purpose of providing Supplemental Educational Services to eligible System students. Individuals are not eligible to apply for use of school facilities.

The facilities department shall process applications and administer requests for use of school facilities by outside organizations. Any use of school facilities by outside organizations must be consistent with the Board's policies and administrative procedures, must not involve unlawful conduct, and must be acceptable to the principal.

To comply with Georgia law, the Superintendent or designee shall establish a fee schedule that enables the System to recoup the costs involved in the use of school facilities by outside organizations.

Use of school facilities shall not be denied on the basis of an organization's religious, political or philosophical views or expressive activity. Organizations granted permission to use school facilities shall not unlawfully restrict participation in the activity or event because of an individual's race, religion, sex, creed, national origin or disability.

Cross References: KG – Use Of School Facilities Procedure

District Procedure

Book: District Procedure
Section: K - General Public Relations
Title: Use of School Facilities
Number: KG
Status: Active
Legal: O.C.G.A., 20-2-520, Op. Att'y Gen. 1945-47, p. 206; 1963-65, p. 401; 1960-61, p. 172; 1958-59, p. 98
Adopted: 07/01/1986
Last Revised: 05/21/2009
Last Reviewed: 05/21/2009

Policy Detail

As used in this administrative procedure. "School facilities" means buildings, grounds, athletic facilities, fields and parking lots at a System school or other System site.

A. Allowable Uses of School Facilities**1. School-Sponsored Activities**

"School-sponsored activities" means a school's curricular and extracurricular programs and any other activity undertaken by and in the name of the school. The primary purpose of our school facilities is to provide a suitable setting in which to educate Fulton County students. Therefore, school-sponsored activities shall always take priority over any other use of school facilities. Other groups may be denied use of school facilities or have their permission for use revoked when the principal concludes that the group's use would interfere with school-sponsored activities. The school principal is responsible for approving and scheduling school-sponsored activities.

2. School-Related Support Groups and Employee Organizations

"School-related support groups" means organizations devoted exclusively to the support of the school and school-sponsored activities, such as PTAs, booster clubs, etc. "Employee organizations" means recognized professional or employee organizations whose membership is limited to Fulton County School System personnel.

School-related support groups and employee organizations make significant contributions to our students and our schools. Therefore, they have second priority for the use of school facilities.

All meetings or other activities of school-related support groups or employee organizations must be approved in advance by the school principal. School-related support groups and employee organizations are not required to apply to the facilities department or pay a fee for meetings and non-fundraising activities that have the principal's advance approval.

3. System-sponsored Activities

In order to be accessible to all areas of the community, schools are occasionally requested to host school system events. Schools will be reimbursed for expenses associated with such events.

4. Outside Organizations

"Outside organizations" means those organizations other than the System's schools, school-related support groups and employee organizations that are eligible under Board policy to request use of school facilities. These organizations are: (1) business partners of the System's schools as defined in Item 5; (2) non-profit organizations that are based in the System and whose members are mostly System residents; (e.g. recreational sports organizations including developmental teams) (3) governmental agencies located in the System or serving residents; (4) businesses located in the System, but only for non-commercial, community oriented purposes; and (5) organizations that are currently approved by the Georgia State Board of Education to serve as Supplemental Educational Services providers to System students and are currently under contract with the System to provide Supplemental Educational Services to eligible System students, but only for the purpose of providing Supplemental Educational Services to eligible System students.

Outside organizations are welcome to use school facilities when such use is consistent with the Board's policies and administrative procedures and does not interfere with the activities of our schools or school-related support groups, as determined by the principal. Outside youth organizations or groups whose members are mostly students who reside in the System shall have first priority (over other outside organizations) for use of school facilities. Outside organizations should apply through the facilities services department. Business partners should obtain approval of the school principal prior to submitting an application to the facilities services department. Outside organizations seeking a one-time use of school facilities may not reserve a school facility more than three months in advance.

5. Business Partners

"Business partners" means businesses, agencies, colleges, hospitals, non-profit, scout troops, civic, social and other organizations that enter into a support relationship with one or more Fulton County schools that is beneficial to the System. The School System values its relationship with its business partners and encourages other organizations to show their support of public education by becoming business partners of our schools. Business partnerships must be formalized through a partnership agreement that must be on file with the communications department and must be consistent with established partnership guidelines.

A school and its business partner(s) may cooperate in sponsoring activities that benefit the school and its students. Although these activities are school-sponsored they still require approval from the facilities services department when they involve

use of school facilities.

When a business partner requests use of school facilities, the business partner must submit an application to the facilities services department for approval in the manner described below. The application must include the signature of the school principal. Depending on the intended use, the business partner may be allowed to use the facility at a reduced fee, to be determined by the facilities services department.

6. Governmental Agencies

Governmental agencies wishing to establish an inter-governmental agreement involving shared resources which will be of benefit to Fulton County residents should submit their proposal to the Superintendent. Proposals approved by the Superintendent will be recommended to the Board with a summary of the proposed terms. Examples of programs that would benefit residents include sports activities, summer camp, senior citizen activities and educational programs. In reviewing proposals, priority will be given to programs for youth.

Governmental agencies wishing to use school facilities for other purposes should apply through the facilities services department. If the Governmental Agency provides goods, services, facilities, and equipment that are beneficial to Fulton County Schools, the governmental agency may be exempt from payment of some or all of the customary fees.

B. Applying for Use of School Facilities

With the exception of Governmental agencies wishing to establish inter-governmental agreements involving shared resources, outside organizations wishing to use school facilities must apply to the facilities services department at least ten (10) business days prior to the requested use date. Application forms may be obtained at the school or the facilities services department website. The application must be signed by the representative of the organization who will be responsible for the activity or event. Applications from business partners must include the signature of the school principal. In all other cases, the facilities service department shall consult with the principal or building supervisor about the requested use before approving or denying an application.

Requests to use teaching museums, professional learning centers or other System facilities will be considered on a case by case basis by the facilities services department, in consultation with the building supervisor.

The following factors will be considered in reviewing an application:

1. the type of activity or event;
2. its potential impact on the facility;

3. the duration and frequency of the activity or event;
4. the availability of adequate System personnel to oversee the facility during the activity or event;
5. the number of participants expected;
6. safety and security concerns;
7. previous experience with the organization;
8. potential interference with other activities at the facility;
9. the need for a rest period for the facility or grounds; and
10. other needs or interests of the school or the System.

If an outside organization wants to charge an admission fee, they must state the amount of the fee in the application and obtain prior approval, which will be reflected in the use agreement.

C. Use Agreement

1. If the outside organization's application is approved, an authorized representative of the organization must sign a use agreement before any preparations or activities may take place at the school facility.
2. The use agreement must state that at least one authorized representative of the organization will be present during the activity or event.
3. The organization must agree to indemnify the System for any claim of loss, injury or damage resulting from the organization's use of the school facility.
4. Except for use agreements involving substantial improvements to school property (see item L), the maximum term of a use agreement is one year.

D. Renewal of Use Agreement

Renewal requests must be submitted to the facilities department at least ten (10) business days prior to the expiration of the use agreement. Renewal is not automatic. The same factors that apply to an initial application will be considered in connection with a request for renewal. In addition, any violations of a previous use agreement or other problems with the organization will be taken into consideration.

E. Cancellation of Use Agreement

The System reserves the right to deny an outside organization's application or cancel

the organization's use agreement when it deems such action to be in the best interest of the System or a school. The outside organization is responsible for providing timely notification to its members or other participants of a cancellation. When schools are closed because of hazardous weather or other emergencies, all use of school facilities is canceled.

F. Fees for Outside Organizations

1. To comply with Georgia law, outside organizations must pay all costs resulting from their use of school facilities, including utilities, security, supervision, clean-up, maintenance, depreciation, overtime and any other costs to the System. Anticipated excessive demands on utilities must be disclosed on the application so that an appropriate fee can be charged. The fee schedule can be obtained from the facilities department. Fees may be changed from time to time to reflect current costs.
2. If fees are not paid in full at least three (3) business days in advance of the activity or event, permission to use the school facility may be withdrawn or a ten (10) percent penalty fee may be added.
3. Payment should be made to the [facilities department]. At the discretion of the facilities department, payment may be requested in the form of a cashier's check or money order.
4. A clean-up fee will be assessed if the organization does not leave the facility and grounds clean.
5. The facilities department, in consultation with the principal may require the organization to pay for or to provide police protection or security personnel.
6. Fees paid for the use of school facilities must be posted to a System account, not an individual school account. Schools will be reimbursed for any costs paid from the local school budget and 25% of the remaining fee collected.
7. If an activity is canceled at least two business days in advance of the activity or event, any prepaid user fee will be refunded, less any costs the System has incurred.

G. Insurance

In order to protect the School System, outside organizations are required to obtain liability insurance covering the event or activity.

H. Deposits

1. At the discretion of the facilities department, outside organizations may be required to pay a deposit for activities involving large groups or activities that may result in damage to school property. Failure to pay a required deposit may result in

the cancellation of the use agreement.

2. If school facilities are used on an ongoing basis (monthly, weekly, etc.), a deposit of not less than one month's fee may be required in advance along with the fee for the first month. The deposit will be held by the facilities department and will be returned at the end of the approved use period, less any deductions for damage, unpaid fees or other costs resulting from the use.

I. Fundraising by Outside Organizations

1. The only outside organizations that may conduct fund-raising activities at school facilities are non-profit organizations recognized as tax-exempt under section 501(c)(3).

2. Tax-exempt organizations must provide a copy of their IRS determination letter and establish their legitimacy to the satisfaction of the facilities department before any fundraiser will be allowed.

3. Outside organizations may not use school facilities for any fund-raiser that includes gambling or games of chance.

J. Concessions

Arrangements for the sale of concessions by outside organizations must be made through the local school principal.

K. Political Meetings

"Town hall meetings" and political forums held on school property must comply with Board policy and administrative procedure KIA - "Political Campaign Activities" in addition to this procedure.

L. Use of Athletic Fields or Facilities

Prior to approval of a use agreement allowing repeated use of an athletic field or facility by an outside organization, the Area Superintendent must sign the agreement indicating that all principals in the school's feeder pattern approve the request. Athletic fields may be subject to a use agreement of up to five years when the requesting organization expends substantial resources to improve the field. Examples include installing lights, irrigation systems or scoreboards. The arrangement will be reviewed periodically and discontinued if the school's athletic facilities are being harmed.

At least 60 days in advance of the spring, fall and summer athletic programs, athletic directors from each high school and the school system will determine the needs for athletic fields and facilities. Contracts with outside organizations will be reviewed in light of these needs.

M. Additional Rules Governing Use of School Facilities by Outside Organizations

Outside organizations shall follow these additional rules governing use of school facilities.

1. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
2. A school custodian and/or other System employee, as designated by the principal, must be present during the activity or event. School employees are not permitted to give their building keys to an outside organization.
3. Signs, banners, pennants, etc. may not be erected on school property unless the permission of the principal or designee is obtained in advance and only if such displays do not deface school property.
4. Adequate supervision, as approved by the facilities department in consultation with the principal, must be present for activities involving children.
5. Parking is permitted only in designated parking areas.
6. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
7. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
8. Any use of a facility beyond the time specified in their use agreement is subject to additional fees charged in quarter hour increments.
9. All activities must be orderly and lawful and must comply with all federal, state and local laws.
10. Use of lighted athletic fields must end by 10:00 p.m.
11. Overnight use of school facilities is permitted only with the explicit written permission of the principal and if it is allowable under local fire codes.
12. Food and beverages are allowed inside school buildings only if requested in the application and approved in the use agreement. The organization is responsible for clean-up of all areas used.
13. Alcohol, illegal drugs, weapons or explosives are not allowed in school facilities or on school property.
14. The use of tobacco products is prohibited in school facilities and on school property.

15. School facilities that are available for use by outside organizations are: gymnasiums, cafeterias/cafetoriums, kitchens (provided System cafeteria staff is used with the approved use of kitchen equipment), playing fields and athletic fields. Requests to use auditoriums, theaters, concession facilities, media centers, conference rooms and common areas will be considered on a case by case basis by the facilities department, in consultation with the school principal. The school principal may use his/her discretion to determine whether classrooms may be used by outside organizations during the school day.

16. Outside organizations may use tables and chairs if requested in advance. A set-up fee will be charged. Requests to use public address systems or audio visual equipment will be considered on a case by case basis by the facilities-department, in consultation with the school principal. A fee will be charged and System personnel must be used. The following types of System equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical or laboratory equipment.

17. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems or to the structure or grounds of the facility.

18. Outside organizations may not sublease school facilities to other organizations or individuals or transfer or assign their use agreement to anyone.

19. Individuals are not eligible to apply for use of school facilities.

20. School facilities shall not be used for anything other than the use(s) approved in the use agreement.

Cross References: [KG – Use Of School Facilities Policy Link to Policy](#)



BOARD OF EDUCATION
Linda Schultz, *President*
Linda P. Bryant, *Vice President*
Julia C. Bernath • Gail Dean • Catherine Maddox
Linda McCain • Katie Reeves
Robert M. Avossa, Ed.D., *Superintendent*

High Point Elementary School

INTERGOVERNMENTAL AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made and entered into as of this 1st day of September, 2011 by and between the **CITY OF SANDY SPRINGS**, a municipal corporation of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "City") and the **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "FCBE").

Background Information

- A. FCBE owns certain real property located at 520 Greenland Road, Sandy Springs, Georgia, 30342 (the "Elementary School Property"), on which High Point Elementary School (the "Elementary School") is located. The Elementary School Property is hereinafter referred to as the "School Property." The Elementary School is also referred to herein as a "School."
- B. The Playing Field (exterior School Facilities), and Gymnasium, Cafeteria and Classroom (interior School Facilities) (recognized as the "Elementary School Facilities") are located on the Elementary School Property. The Elementary School Facilities hereinafter referred to as the "School Facilities," as identified on Exhibit A.1 and A.2.
- C. FCBE and City desire to enter into this Agreement to provide for the joint use of the School Facilities by FCBE and City.

Agreement

Now, therefore, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and FCBE hereby agree as follows:

1. **Use of School Facilities by City.** FCBE hereby grants the City the right to use the School Facilities on the following terms and conditions:
 - a. FCBE expressly reserves priority to use the interior School Facilities for school activities, including extracurricular activities, from 7:00 a.m. until 6:30 p.m., Monday through Friday, during each Academic Year and FCBE reserves priority to use the exterior School Facilities for school activities, including extracurricular activities, from

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LAND MANAGEMENT

7:00 a.m. until 5:30 p.m., Monday through Friday, during each Academic Year and during the Term of the Agreement. FCBE and City expressly agree that during such times, the School Facilities may be used for the activities of any Fulton County School. As used herein, the term "Academic Year" shall be defined by FCBE on an annual basis as requested.

b. City shall have no right to use the School Facilities during Regular School Hours unless the principal (the "Principal") of the School on which such School Facilities are located or his or her designee consents to such use in such Principal's sole and absolute discretion. As used herein, the term "Regular School Hours" shall mean the periods from 7:00 a.m. through 4:00 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement.

c. City may request the use of the interior School Facilities after Regular School Hours when FCBE has priority to use such interior School Facilities (i.e., from 4:00 p.m. until 6:30 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement) by notifying the Principal of the School on which such School Facilities are located in writing not less than one week prior to the date City desires to use such School Facilities. Such Principal shall use reasonable efforts to accommodate such request.

City may request the use of the exterior School Facilities after Regular School Hours when FCBE has priority to use such exterior School Facilities (i.e., from 4:00 p.m. until 5:30 p.m. Monday through Friday, throughout each Academic Year during the Term of the Agreement) by notifying the Principal of the School on which such School Facilities are located in writing not less than one week prior to the date City desires to use such School Facilities. Such Principal shall use reasonable efforts to accommodate such request.

d. During each Academic Year, City shall have first priority use of the exterior School Facilities Monday through Friday from 5:30 p.m. until dark and Monday through Friday from 6:30 p.m. until 8:30 p.m. for the interior School Facilities. The City shall have first priority use of the School Facilities Saturdays from 9:00 a.m. until 5:00 p.m., and Sundays from 12:00 p.m. until 5:00 p.m. City shall also have first priority use of the School Facilities during the Non-Academic Year, defined as the time between the end of each Academic Year and the beginning of the next Academic Year. Notwithstanding, the City acknowledges as a result of or due to any emergency, evacuation and/or any other unexpected event, activity and/or occurrence, the Principal shall have first priority superseding any scheduled or non-scheduled City or third party activity and or event during either the Academic school year or Non-academic School Year.

The times for use of the School Facilities during the Non-Academic Year shall be the same as times for use during the Academic Year. The City may request additional time for the use of the School Facilities during the Non-Academic Year through the School's Principal. The Principal shall use reasonable efforts to accommodate such request. The City may enter onto the Playing Field thirty minutes prior for setup.

The City will pay the rental charge on an hourly basis pursuant to the Facility Use Fee Schedule referenced in Exhibit C for the use of the interior School Facilities.

Notwithstanding, City acknowledges that the Principal may schedule special events to be held during the Academic Year and Non-Academic Year while City has first priority

use, whereas City will accommodate such scheduled events as long as proper notice of 30 days is given by the Principal to the City.

FCBE and the City shall determine a mutually agreed upon period of rest for the Playing Field for a period of no less than thirty (30) consecutive days during the Non-Academic Year in order to maintain the quality of the turf.

e. Notwithstanding subsection 1.d. above, FCBE may request the use of the School Facilities during times when City has first priority to use such School Facilities as described above by notifying City in writing not less than one week prior to the date FCBE desires such School Facilities. City shall use reasonable efforts to accommodate such requests. FCBE and City expressly agree that during such times, the School Facilities may be used for the activities of any Fulton County School.

f. City and FCBE acknowledge that non-City sponsored groups may, from time to time, request the use of the School Facilities or have the right to request the use of the School Facilities. Such groups may be permitted to use the School Facilities provided that (a) such groups qualify, in FCBE's or its representative's sole discretion, to use the School Facilities under FCBE's policy governing use of School Facilities; (b) both FCBE and City deem the proposed activity to be an appropriate use of the School Facilities; (c) the use does not interfere in any way with the conduct of school activities, including but not limited to, after-school athletic and other extracurricular activities of whatever nature of any Fulton County School; (d) the use does not interfere in any way with the conduct of City's recreational activities; (e) the activity does not conflict with any previously scheduled activities of City or FCBE; (f) reasonable periods of rest are observed in order to maintain the quality of any turf located on any of the School Facilities, and (g) such non-City sponsored groups agree in writing to the following: (g.1.) provide supervisory and security personnel to properly maintain the order and discipline when the School Facilities are being used by such groups; (g.2.) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (g.3.) if applicable, secure and lock the exterior School Facilities upon the completion of each practice, game or other activity thereon; (g.4.) maintain the exterior or interior School Facilities during the period of use; and (g.5.) pay the required "usage" fees, if any, as referenced in Exhibit C. When non-City sponsored groups request the use of the School Facilities during the times when City has the first priority to use the School Facilities, City will use reasonable efforts to accommodate such requests and will be responsible for scheduling such activities, and City will promptly notify the Principal of the School on which such activities will occur of each such request. The Principal will coordinate such scheduling when non-City sponsored groups request to use the School Facilities during all times when City does not have the exclusive right to use the School Facilities. The principal shall use reasonable efforts to accommodate such request.

g. City shall (i) provide adequate supervisory and security personnel at each activity to properly maintain order and discipline when the School Facilities are being used by City; (ii) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (iii) if applicable, secure and lock the exterior School Facilities upon completion of each practice, game or other activity thereon; (iv) return School Facilities to original condition prior to its use; (v) City shall place trash cans and recycling bins on the exterior School Facilities where Principal deems appropriate; and (vi) City shall place porta potties on exterior School Facilities where Principal deems appropriate.

h. City shall keep all motorized vehicles off grassed areas and public parking shall be limited to designated areas only as directed by the Principal.

i. City's use of the School Facilities is expressly subject to and conditional upon City's compliance with Fulton County Board of Education Policy KG and Procedure KG, which Policy and Procedure are hereby incorporated into this Agreement as referenced in Exhibit D. In the event of any conflict between the terms of this Agreement and Policy KG and Procedure KG, the Policy and Procedure shall control.

j. No food or drink with the exception of water shall be allowed in the interior School Facilities.

2. **Term of Agreement.** This agreement shall be for a term commencing on the 1st day of September 2011, and ending on the 31st day of August 2016, provided that the Board of Education may cancel this agreement if City fails to timely remedy any non-compliance with this Agreement within thirty days of written notice of FCBE's intention to cancel the Lease Agreement, notwithstanding the terms of Sections 9, 11 and 14(b) of this Agreement. Following expiration of the Lease, all permanent improvements made by the City will remain the property of FCBE.

The Intergovernmental Agreement shall not automatically renew. However, the City may notify FCBE at least ninety (90) days prior to the expiration of the term to request that the Intergovernmental Agreement be renewed for an additional one (1) year term. The Intergovernmental Agreement will only renew upon the written agreement of FCBE, which shall be in FCBE's sole discretion.

3. **Consideration and Expenses.** The parties agree that the mutual use of the School Facilities by the parties is the consideration for the entry into this Agreement by both parties and that no rent shall be payable for the use of the exterior School Facilities by either FCBE or City. Notwithstanding the foregoing, the City agrees that it shall make the initial improvements as described in Exhibit B. The said initial improvements shall be made by the City within the first year of the initial term, more specifically during the period recognized as the Non-Academic Year and the said initial improvements shall be completed prior to the next Academic year; however, rent shall be payable by the City for the use of the interior School Facilities.

The City shall pay for all usage fees associated for the use of any interior School Facilities. The usage fees shall be assessed on the basis of the Facility Use fee schedule, as referenced in Exhibit C. The City acknowledges from time to time on a periodic basis FCBE may change the Facility Use fee schedule which the City will abide to such changes.

In addition, if FCBE incurs direct costs or expenses (other than maintenance costs, which shall be governed by Section 5 below) solely as a result of the use of FCBE's School Facilities by the City (not including maintenance or utility expenses resulting from the reasonable use of such School Facilities) upon FCBE being made aware of such costs or expenses, FCBE shall notify the City of such costs or expense prior to the City's continued use of such School Facilities, and the City shall be required to reimburse FCBE for such costs or expenses within thirty (30) days of the request.

4. **Maintenance of School Facilities.**

a. In addition to the obligations contained in subsection 1.g. above, during the Academic Year, each party shall, at such party's expense, maintain the School Facilities in good condition and repair in relation to each party's use of the School Facilities, including without limitation the provision of routine custodial services and the repair and replacement of all equipment and improvements located on the School Facilities.

City agrees that it will maintain and repair the portable irrigation systems supplied by the City for the Playing Field at its own cost and agrees to keep them in good working order and in compliance with all local codes. In addition, City shall pay for all water used for the irrigation systems for the Playing Field during the term of this Agreement and any renewal terms. If City shall tap into FCBE water line or Fulton County Government water line, City shall provide written notice of such tap and connection prior to making tap and connection. Such payment shall be due within 60 days of receipt of invoice based upon an estimate of annual water costs to be provided by FCBE or its designee with a final accounting (and payment or refund) once the actual cost has been determined.

Periodic inspections may be performed by FCBE or its agents or employees of the field improvements and/or field conditions. Any problems (and origin thereof, if identifiable) are to be reported to the offices of the FCBE. FCBE shall provide notice to the City to make the appropriate repairs and / or corrections to the field.

City shall maintain, at City's sole expense, the Playing Field in a good and safe condition. Maintenance shall include, but not be limited to, mowing the field on a routine basis, fertilizing, re-seeding, and making such improvements as may be necessary or reasonably requested by FCBE subject to those conditions noted in Paragraph 2.

As used herein, the term "routine custodial services" shall include without limitation, the collection of litter and debris from the School Facilities; following each use, removal of the contents of City's furnished trash receptacles and recycling bins; and following each use, removal of hazardous items from areas utilized or accessible to staff, students, or visitors. The City shall maintain an adequate level of sanitary supplies as mutually agreed upon by the City and Principal.

b. Notwithstanding the terms of subsection 4.a. above, during the Term of the Agreement, the City shall maintain the exterior School Facilities during the period of the Non-Academic Year.

c. City shall have no right to construct any improvements on the School Facilities owned by FCBE without FCBE's consent which consent may be withheld in FCBE's sole discretion. During the Term, the City shall not demolish any of the School Facilities located on FCBE's property without the consent of FCBE hereto, which consent shall not be unreasonably withheld, conditioned or delayed.

5. **Utilities.** The City shall pay for all water for the maintenance of the exterior School Facilities. The City shall pay for any electrical charges if utilized. FCBE shall pay all water and electricity charges for the interior School Facilities.

6. **Insurance.** The City shall maintain a minimum of \$1 million commercial general liability (including bodily injury, property damage and fire legal liability) insurance with a \$2 million general aggregate, shall maintain a minimum of \$1 million automobile liability insurance (CSL), and provide statutory Workers Compensation coverage with a

minimum Employers Liability of \$100,000 per accident, \$500,000 policy limit. Any third party using the School Facilities with the express, written consent of the City shall maintain a minimum of \$1 million commercial general liability(including bodily injury and property damage) and automobile liability insurance coverage, with minimum policy limit of \$1 million per occurrence (CSL), and name FCBE and City as additional insureds. For purposes of this Agreement, the phrase "third party using the School Facilities" shall mean an entity, group, or individual other than an agent, employee, or elected or appointed official of the City or the FCBE that receives written permission from the FCBE or City to use the School Facilities for a function , event or program in a manner substantively more intense than general public use, it being understood and agreed that 'use of the School Facilities' by the general public for general recreational purposes shall not require acquisition of the insurance referenced immediately above. Any third party performing building, construction, or public improvement projects on the School Facilities with the express written consent of FCBE shall be required to maintain a minimum of \$2 million commercial general liability (including bodily injury and property damage) insurance, shall maintain a minimum of \$1 million automobile liability insurance (CSL) naming both FBCE and City as additional insureds and provide statutory Workers Compensation coverage with a minimum Employers Liability of \$100,000 per accident, \$500,000 policy limit. Any third party performing building, construction or public improvement projects on the School Facilities shall submit proof of insurance by submitting a certificate of insurance prior to performing such work.

7. **Liability.** City shall be responsible for the acts and omissions of City and its agents, contractors or employees. FCBE shall be responsible for the acts and omissions of FCBE and its agents, contractors, or employees. Any third party using the School Facilities shall be required to defend, indemnify and hold harmless FCBE and City and their agents and employees against all costs, damages, or claims, whether for personal injury or property damage, arising out of any act or omission of such third party in connection with its use of the School Facilities.
8. **Casualty.** If any of the School Facilities are damaged or destroyed during the Term of the Agreement by a casualty loss, FCBE may elect to rebuild or restore same to such School Facilities. If such damage or destruction is due to the acts or omission while in City's care, custody and control, then FCBE may elect to rebuild or restore the damaged or destroyed School Facilities subject to reimbursement by the City pursuant to the terms of Section 7 above.
9. **Condemnation.** In the event all or any portion of the School Property is condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then all condemnation awards or sales proceeds shall belong to the owner of such condemned or sold property, and this Agreement shall terminate as to such property on the date of such condemnation or sale. If a portion of the School Property that contains all of the School Facilities is so condemned or sold then this Agreement shall terminate on the date of such condemnation or sale.
10. **Liens.** No encumbrances, charges or liens against the School Facilities shall exist because of any action or inaction by either party or such party's independent contractors. Each party shall discharge by bond or otherwise within ten (10) days of notice of existence of any lien, encumbrance or other charge arising because of the actions of such party.

11. **Termination.**

(a) Either party shall have the right to terminate this Agreement without cause upon ninety (90) days prior written notice. FCBE shall have no obligation to compensate City, including any compensation for any value of any improvements, and all improvements made by City or on City's behalf shall remain with the School Facilities.

(b) In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall, in addition to all other rights and remedies available to such non-defaulting party at law or in equity, have the right to (i) provide written notice to the defaulting party of the intention to terminate this Agreement within (30) days of the written notice if such default is not remedied within the 30 days, or (ii) cure such default at the expense of the defaulting party. The defaulting party, within ten (10) days of the receipt of a statement for reimbursement, shall reimburse the other party for any amount paid and any expense or contractual liability so incurred. Notwithstanding the foregoing, if (i) such default is of such nature that it cannot reasonably be remedied within such thirty (30) day period, (ii) the defaulting party has commenced its efforts to remedy such default within such thirty (30) day period and is diligently and in good faith pursuing such efforts, and (iii) actually remedies such breach within sixty (60) days from the date it first receives notice of default from the non-defaulting party, the non-defaulting party shall not have the right to terminate this Agreement.

12. **Expiration of Term.**

a. Upon the expiration of the Term of the Agreement, all fixed and permanent improvements upon the School Property shall remain the property of FCBE, free and clear of all liens and encumbrances. Either party may remove portable improvements made by such party. A listing of all portable improvements shall be prepared by such party and approved by the other party prior to the removal of said improvements. Except in connection with repairs or replacements, each party covenants not to destroy or remove any improvements constructed (other than portable improvements) or equipment placed upon the other party's property, pursuant to this Agreement or otherwise, without the written consent of the other party, which written consent may not be unreasonably withheld, conditioned, or delayed.

b. Upon the expiration of the Term, each party agrees to promptly vacate all parts of the other party's Property. All keys held by a party for the School Facilities located on the other party's Property shall be returned to the other party within a reasonable time.

13. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) certified mail, return receipt required or (ii) delivered personally, including by courier or expedited mail service, address as follows (or at such address as may be specified from time to time in writing):

If to FCBE: Superintendent
Fulton County Board of Education
786 Cleveland Avenue, S.W.
Atlanta, Georgia 30315

With a copy to: David Knotts, Land Agent
Fulton County Board of Education
5270 Northfield Boulevard
College Park, Georgia 30349

If to City: John McDonough
City Manager
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed notice has been given.

14. **Miscellaneous.**

a. This Agreement shall be construed as an intergovernmental contract, and no estate shall pass out of FCBE or City. Neither party shall, without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion, assign its interest in this Agreement or any interest hereunder. Consent to any assignment shall not destroy this provision and any later assignments shall be made likewise only upon the prior written consent of the other party. Any assignee of either party, at the option of the party, shall become directly liable to the other party for all obligations of the assigning party hereunder, but no assignment by either party shall relieve such party of any liability hereunder to the other party.

b. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor, materials or financing, failure or lack of utilities, governmental laws and regulations, riots, insurrection, war, acts of God, inclement weather, or other causes beyond the reasonable control of either party ("Force Majeure"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.

c. NEITHER PARTY WILL ALLOW ALCOHOLIC BEVERAGES OR THE USE OF TOBACCO PRODUCTS ON THE SCHOOL FACILITIES OWNED BY THE OTHER PARTY AT ANY TIME DURING ITS USE OF THE SCHOOL FACILITIES OWNED BY THE OTHER PARTY.

d. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless attached hereto and signed by City and FCBE. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

e. Time is of the essence for each and every provision and stipulation of this Agreement.

f. Each party acknowledges that this Agreement has been freely negotiated by both parties, and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be

no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

g. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded, to such party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement except as may be specifically agreed in writing.

h. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

CITY OF SANDY SPRINGS

By: _____

Name: _____

Title: _____

Date: _____

Notary Public

FULTON COUNTY BOARD OF EDUCATION

By: _____

Name: Patrick Burke

Title: Chief of Operations

Date: _____

Notary Public

By: _____

Name: Robert M. Avossa, Ed.D

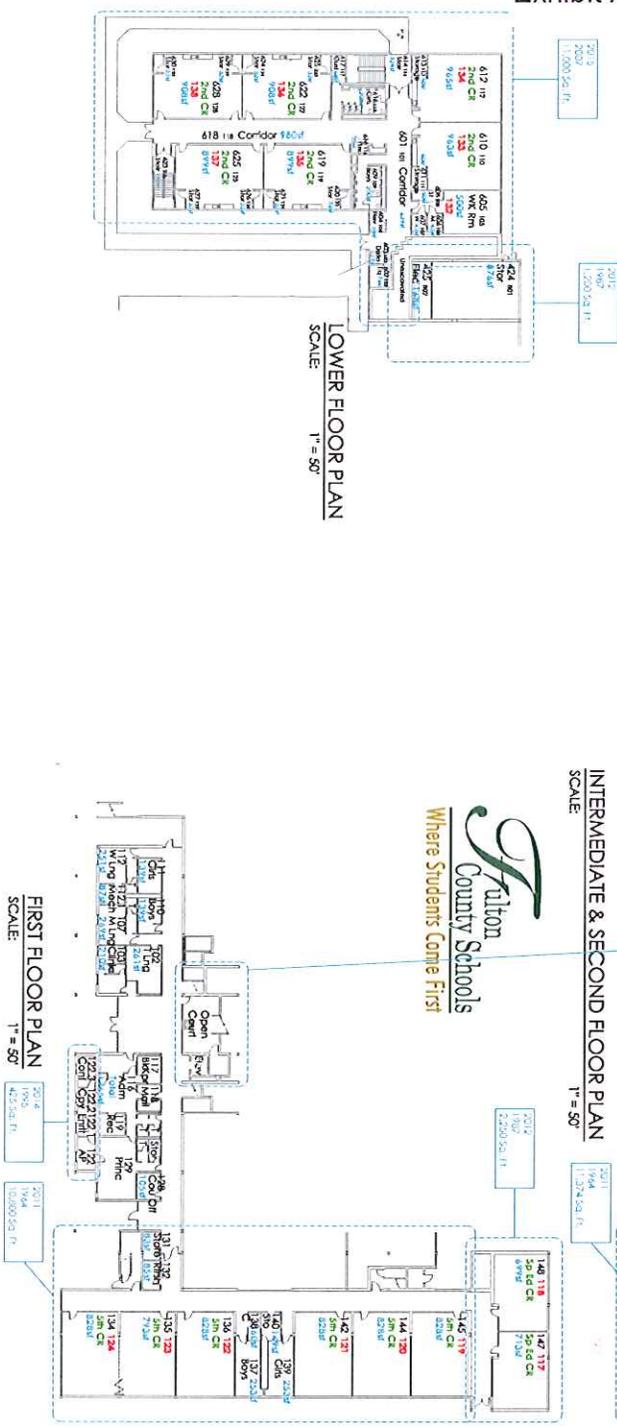
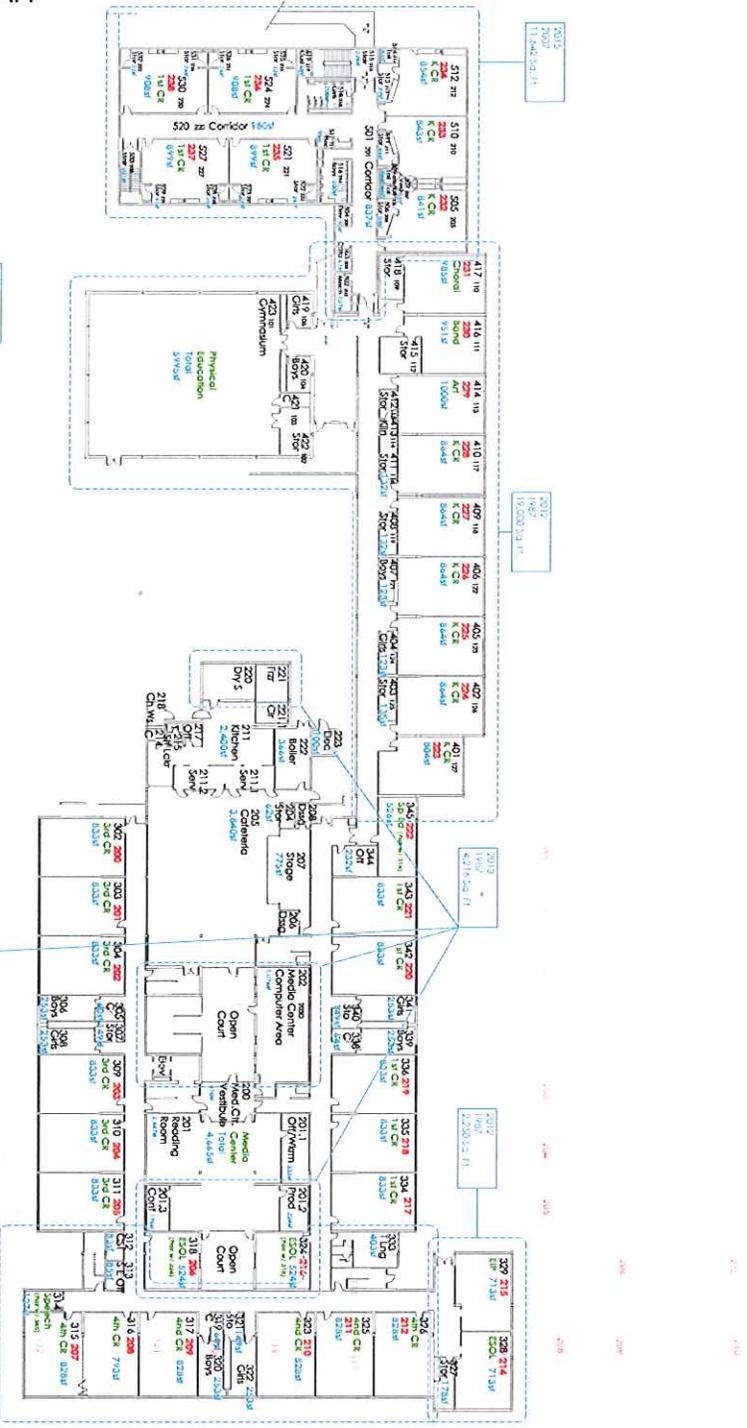
Title: Superintendent

Date: _____

Notary Public

- Exhibit A.1
- Exhibit A.2
- Exhibit B
- Exhibit C
- Exhibit D

Exhibit A.1



HIGH POINT ELEMENTARY SCHOOL

520 Greenwood Road, Atlanta, GA 30342 404-647-3294
 Name on working drawings = High Point ES

Block All Numeric Room Numbers = GDOE Inventory
 Block Alphabetic Room Numbers = Working Drawings
 Red Room Numbers = Current Numbers on Building
 Green Room Names = GDOE Funded Instruction Units
 Light Blue Numbers = Aired in Square Feet

HIGH POINT ELEMENTARY SCHOOL
 PARCEL NO. 1590.01
 13.51 ACRES
 STATE SCHOOL NO. 4056
 108,015 SQ. FT.

BLDG.	YEAR	INT.S.F.	EXT.S.F.	T.U.
2010	1964	33,858	28,000	13
2011	1984	22,174	11,374	12
2012	1987	24,700	21,250	14
2013	1987	4,216	4,216	1
2014	1995	425	0	0
2015	2007	22,842	11,642	13
		108,015	76,482	53

PROGRAM

PROGRAM	LFP 2002	2011-2015 LFP
Kindergarten	6	9
1st Grade	5	6
2nd Grade	4	6
3rd Grade	4	6
4th Grade	3	6
5th Grade	3	6
6th Grade	2	2
7th Grade	1	1
8th Grade	1	1
9th Grade	1	1
10th Grade	1	1
11th Grade	1	1
12th Grade	1	1
Physical Education	1	1
Comptory	1	1
Special Education	3	3
Media Center	1	1
Other	1	1
Computer Lab	1	1
EP	1	1
ESOL	1	2
SUBTOTAL	41	53
Unarmed Units	0	0
TOTAL GDOE US	41	53
Administrative	1	1
Counseling	1	1
School Food Service	1	1

GDOE Minimum Required Areas:

SPACE	NEW	-10%	Existing
K-3	4,250	7,250	7,250
4-5	4,000	6,500	6,500
6-8	1,000	1,000	1,000
9-12	1,000	1,000	1,000
PE	5,000	5,000	4,500
PE 64	6,600	6,600	5,900
53 US = 850 FE			
Media Center (for 850 FE) = 3,825sq			
Cafeteria (850 FE / 315) = 2,695sq			
Total Kitchen = 2,400sq			

Exhibit A.2

Playing Field

High Point ES

520 Green

Greenland Rd NE, Sandy Springs, GA 30342

Greenland Rd NE

Logwood Valley NE

Timber Trail NE

Northland Dr NE

© 2010 Google

Google



Exhibit B

The City shall make the following improvements:

The City shall (A) furnish and install and/or shall contribute the necessary monies (approximately \$13,500) to reconstruct the walking trail; (B) furnish and install a portable irrigation system on the existing Playing Field; (C) recondition the Playing Field by seeding and/or sodding, and installing a water meter; and/or shall (D) install a water line and electricity.

City shall make such improvements within nine (9) months of final execution of the agreement.

City shall submit three (3) sets of drawings which reflect the proposed improvements to FCBE for approval. No construction by the City shall commence until drawings are approved in writing by FCBE. As-builts shall be provided by the City following completion of construction of the improvements by the City.

Rules Governing Use of Facilities by Outside Organizations

Outside Organizations shall follow these additional rules governing use of school facilities

1. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
2. A school custodian, and/or other System employee as designated by the principal, must be present during the activity or event. School employees are not permitted to give their building keys to an outside organization.
3. General Liability Insurance in the amount of \$1 million (minimum) combined single limit coverage is required. \$500,000 (minimum) Auto Liability coverage is required. Worker's Compensation coverage is required, if applicable. A Certificate of Insurance must be provided at the time the contract is signed. Fulton County Board of Education must be listed as an "Additional Insured" on the policy.
4. Lease fees are to be paid in advance to the Rental Office, 5270 Northfield Boulevard, College Park, Georgia 30349. Check should be made payable to **FULTON COUNTY BOARD OF EDUCATION**. Facilities will not be available until payment and the proper documents are received by this office. Phone number (404) 765-7157; fax number (404) 305-2235.
5. Signs, banners, permits, etc., may not be erected on school property unless the permission of the Principal or designee is obtained in advance and only if such displays do not deface school property.
6. Adequate supervision, as approved by the Principal, must be present for activities involving children.
7. Parking is permitted only in designated areas.
8. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
9. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
10. Any use of a facility beyond the time specified in their use agreement is subject to additional fees charged in quarter hour increments.
11. All activities must be orderly and lawful, and must comply with all federal, state and local laws.
12. Use of lighted athletic fields must end by 10:00 p.m.
13. Overnight use (sleepovers) of school facilities is permitted only with the explicit permission of the Principal and written approval from the Fire Marshall.
14. Food and beverages are allowed inside of cafeteria only. Request for authorization must be made in the application and approved in the use agreement. The organization is responsible for cleanup for all areas used.
15. Alcohol, illegal drugs, weapons or explosives are not allowed in school facilities or on school property.
16. The use of tobacco products is prohibited in school facilities and on school property.
17. School facilities that are available for use by outside organizations are: PE buildings, media centers, parking lots, gymnasiums, cafeterias/cafeteria, kitchens (System cafeteria staff must be utilized), playing fields, athletic fields. Request to use auditoriums, theaters, concession facilities, media centers, conference rooms, and common areas will be considered on a case-by-case basis by the Rental Office, in consultation with the school Principal. Use of System personnel may be required at the Principal's option. Classrooms, laboratories and stadiums are available under special arrangement only, approved on a case-by-case basis.
18. Outside organizations may use tables and chairs if requested in advance. A set-up fee will be charged. Requests to use public address systems or audio visual equipment will be considered on a case by case basis by the Rental Office in consultation with the school principal. A fee will be charged and System personnel must be used. The following types of equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical or laboratory equipment.
19. Requests to use teaching museums, staff development centers or other System facilities will be considered on a case-by-case basis by the Rental Office, in consultation with the building supervisor.
20. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems, or to the structure or grounds of the facility.
21. Outside organizations may not sublease school facilities to other organizations or individuals, or transfer or assign their use agreement to anyone.
22. Individuals are not eligible to apply for use of school facilities.
23. School facilities shall not be used for anything other than use(s) approved in the Use Agreement.
24. The use of said areas shall not in any way interfere with school activities. Facilities will be left in as good condition as found.
25. When schools are closed because of inclement weather, all facilities use is canceled. The undersigned further agrees to pay all applicable fees at least three working days prior to use.

Revised 12/16/11

**FULTON COUNTY PUBLIC SCHOOLS
USE AGREEMENT/APPLICATION FOR USE OF SCHOOL FACILITIES**

Application must be filed in the Rental Office not less than 10 working days before intended use. All information must be furnished before the application can be processed. Fees must be paid three working days prior to scheduled event. Make check or money order payable to Fulton County Board of Education. Phone number – (404) 765-7157; fax number – (404) 305-2235

- Name of Organization _____
- Responsible Representative _____
 Print name of authorized agent/representative _____ Title _____
 Address _____
 Phone (W) _____ (H) _____ Fax _____
 Email Address _____
- School Requested (name) _____ Type of Activity/Purpose _____
- Date (s) and Time Requested _____ a.m. _____ p.m. UNTIL _____ a.m. _____ p.m.
 Areas to be Leased _____, _____, _____, _____, _____, _____
- Number of persons expected to attend _____
- Organization's Policy Number _____ Policy Limit (minimum \$1 million General Liability coverage) \$ _____
 Auto Liability Coverage (minimum \$500,000 coverage) \$ _____ Worker's Compensation, if applicable \$ _____
- Do you want to charge an admission fee? If yes, in what amount? Adult \$ _____ Child \$ _____ Other \$ _____
 NOTE: Prior approval of Rental Office is required in order to charge admission.
- Will this activity be a fundraiser? _____ If yes, must be section 501 C (3) tax exempt organization and must attach copy of IRS determination letter to application.
- Do you want to serve refreshments? _____ NOTE: Prior approval of the Rental Office is required in order to serve refreshments. Food and beverages are not allowed in school buildings except in the cafeteria. A clean-up fee/deposit may be charged if food and/or beverages are served.
- The Organization's Representative(s) has/have read and agrees to the facility use terms and conditions on the back of this agreement. Initial _____
- Specifically for "AFTER SCHOOL ENRICHMENT PROGRAMS" - Custodial fees are waived between the hours of 2:30 p.m. and 6 p.m.

FEE SCHEDULE

LEASED AREAS	Mark Leased Area with X	OTHER		NOT - FOR - PROFIT YOUTH	
		Minimum Fee (2 hours)	Hourly Rate above Minimum	Minimum Fee (2 hours)	Hourly Rate above Minimum
Gymnasium, Elementary School		\$32.00	\$16.00	\$16.00	\$8.00
Gymnasium, Middle School		\$46.00	\$23.00	\$24.00	\$12.00
Gymnasium, High School Auxiliary		\$32.00	\$16.00	\$16.00	\$8.00
Gymnasium, High School Main		\$62.00	\$31.00	\$32.00	\$16.00
PE Multi-Purpose Room		\$32.00	\$16.00	\$16.00	\$8.00
Cafeteria, Elementary		\$32.00	\$16.00	\$16.00	\$8.00
Cafeteria, Middle School		\$46.00	\$23.00	\$24.00	\$12.00
Cafeteria, High School		\$46.00	\$23.00	\$24.00	\$12.00
Kitchen (staff fee also required)		\$46.00	\$23.00	\$24.00	\$12.00
Theater/Auditorium		\$62.00	\$31.00	\$32.00	\$16.00
Media Center, Elementary School		\$32.00	\$16.00	\$16.00	\$8.00
Media Center, MS or HS		\$46.00	\$23.00	\$24.00	\$12.00
Classroom		\$16.00	\$8.00	\$8.00	\$4.00
Concession Stands		\$16.00	\$8.00	\$8.00	\$4.00
Non-Stadium Field, no light use		\$24.00	\$12.00	\$12.00	\$6.00
Non-Stadium Field Lighting adder		\$16.00	\$8.00	\$8.00	\$4.00
Stadium Field, no light use		\$32.00	\$16.00	\$16.00	\$8.00
Stadium Lighting adder		\$52.00	\$26.00	\$26.00	\$13.00
Track, Asphalt MS, ES		\$16.00	\$8.00	\$8.00	\$4.00
Track, High School		\$32.00	\$16.00	\$16.00	\$8.00
Tennis Court (per Court)		\$8.00	\$4.00	\$4.00	\$2.00
Parking Lot		\$16.00	\$8.00	\$8.00	\$4.00
Teaching Museum		\$62.00	\$31.00	\$32.00	\$16.00

STAFFING FEE (TO BE DETERMINED BY PRINCIPAL) - when additional staffing is necessary and/or required including setup and cleanup. To be Completed by School: Custodial Time required? Yes _____ No _____ Custodial Time = \$35 per hour (includes fringe benefits). Total Custodial Costs = Hours worked _____ x \$35/Hr = \$ _____. (Teacher/Coach) = \$28 per hour (includes fringe benefits). Technician (for Theatre) = \$28 per hour (includes fringe benefits). Security Personnel = \$40 per hour (includes fringe benefits).

ADDITIONAL CHARGES may be applicable (to be determined by the Rental Office in consultation with Principal on a case-by-case basis) such as deposit, extraordinary utility use, and maintenance charge.

School Bathroom Products utilized (paper towels, toilet tissue, soap, etc). Total Bathroom Products Fee \$ _____

CHARGE FOR USE: Facility Fees \$ _____ + Staffing Fees \$ _____ + Additional Charges \$ _____ = **TOTAL CHARGES \$ _____**

The undersigned agrees to abide by current FCBE Policy/Administrative Procedure KG (Use of School Facilities) and the requirements for users of school facilities listed above and on the reverse side of this application form. The undersigned shall be financially responsible for any and all claim of loss, injury or damage to person or property resulting from the organization's use of School property and shall indemnify the School Board and its employees and agents against any liability resulting from the organization's use of School Board property. The undersigned further agrees to pay all applicable fees at least three working days prior to use.

The undersigned hereby covenants and agrees to hold harmless as a result of any damage or injury to the school facilities and to indemnify FCBE against any liability whatsoever resulting from the use of the premises by the undersigned, whether servants or agents or independent contractors guest or otherwise. The undersigned does not intend to and does not hereby create any right of remedy in any third person.

Organization Representative's Signature _____ Date _____

Principal's Signature _____ Date _____

FULTON COUNTY BOARD OF EDUCATION

- Reason for Denial: (If Applicable)
 * Time Conflict _____
 * Unsatisfactory previous experience w/group _____
 * No employee available for security, custodial, etc. _____
 * Purpose use incompatible with facility _____

Rental Office/Land Management Coordinator _____ Date _____

Make check payable to Fulton County Board of Education in the amount of \$ _____ per (check one) _____ Day; _____ Week; _____ Month; _____ Year

Exhibit D

District Policy

Book: District Policy
Section: K - General Public Relations
Title: Use of School Facilities
Number: KG
Status: Active
Legal: O.C.G.A., 20-2-520, Op. Att'y Gen. 1945-47, p. 206; 1963-1965, p. 401; 1960-61, p. 172, 1958-59, p. 98
Adopted: 07/01/1986
Last Revised: 11/21/2008
Last Reviewed: 05/21/2009

Policy Detail

The primary purpose of our school facilities is to provide a suitable setting in which to educate the students of Fulton County. Therefore, a school's curricular and extracurricular needs and other school-sponsored activities, as determined by the principal, shall have first priority for the use of school facilities. School-related support groups, such as PTAs, booster clubs, employee organizations, etc., shall have second priority.

At the same time, the Board of Education recognizes that school facilities represent a significant investment on the part of the District's residents. Therefore, the Board encourages community use of school facilities when such use will not interfere with the School System's educational mission.

The following outside organizations shall be eligible to apply for use of school facilities: (1) business partners of the System's schools; (2) non-profit organizations that are based in the District and whose members are mostly District residents; (3) governmental agencies located in the District or serving District residents; (4) businesses located in the District, but only for non-commercial, community oriented purposes ; and (5) organizations that are currently approved by the Georgia State Board of Education to serve as Supplemental Educational Services providers to System students and are currently under contract with the System to provide Supplemental Educational Services to eligible System students, but only for the purpose of providing Supplemental Educational Services to eligible System students. Individuals are not eligible to apply for use of school facilities.

The facilities department shall process applications and administer requests for use of school facilities by outside organizations. Any use of school facilities by outside organizations must be consistent with the Board's policies and administrative procedures, must not involve unlawful conduct, and must be acceptable to the principal.

To comply with Georgia law, the Superintendent or designee shall establish a fee schedule that enables the System to recoup the costs involved in the use of school facilities by outside organizations.

Use of school facilities shall not be denied on the basis of an organization's religious, political or philosophical views or expressive activity. Organizations granted permission to use school facilities shall not unlawfully restrict participation in the activity or event because of an individual's race, religion, sex, creed, national origin or disability.

Cross References: KG – Use Of School Facilities Procedure

District Procedure

Book: District Procedure
Section: K - General Public Relations
Title: Use of School Facilities
Number: KG
Status: Active
Legal: O.C.G.A., 20-2-520, Op. Att'y Gen. 1945-47, p. 206; 1963-65, p. 401; 1960-61, p. 172; 1958-59, p. 98
Adopted: 07/01/1986
Last Revised: 05/21/2009
Last Reviewed: 05/21/2009

Policy Detail

As used in this administrative procedure. "School facilities" means buildings, grounds, athletic facilities, fields and parking lots at a System school or other System site.

A. Allowable Uses of School Facilities**1. School-Sponsored Activities**

"School-sponsored activities" means a school's curricular and extracurricular programs and any other activity undertaken by and in the name of the school. The primary purpose of our school facilities is to provide a suitable setting in which to educate Fulton County students. Therefore, school-sponsored activities shall always take priority over any other use of school facilities. Other groups may be denied use of school facilities or have their permission for use revoked when the principal concludes that the group's use would interfere with school-sponsored activities. The school principal is responsible for approving and scheduling school-sponsored activities.

2. School-Related Support Groups and Employee Organizations

"School-related support groups" means organizations devoted exclusively to the support of the school and school-sponsored activities, such as PTAs, booster clubs, etc. "Employee organizations" means recognized professional or employee organizations whose membership is limited to Fulton County School System personnel.

School-related support groups and employee organizations make significant contributions to our students and our schools. Therefore, they have second priority for the use of school facilities.

All meetings or other activities of school-related support groups or employee organizations must be approved in advance by the school principal. School-related support groups and employee organizations are not required to apply to the facilities department or pay a fee for meetings and non-fundraising activities that have the principal's advance approval.

3. System-sponsored Activities

In order to be accessible to all areas of the community, schools are occasionally requested to host school system events. Schools will be reimbursed for expenses associated with such events.

4. Outside Organizations

"Outside organizations" means those organizations other than the System's schools, school-related support groups and employee organizations that are eligible under Board policy to request use of school facilities. These organizations are: (1) business partners of the System's schools as defined in Item 5; (2) non-profit organizations that are based in the System and whose members are mostly System residents; (e.g. recreational sports organizations including developmental teams) (3) governmental agencies located in the System or serving residents; (4) businesses located in the System, but only for non-commercial, community oriented purposes; and (5) organizations that are currently approved by the Georgia State Board of Education to serve as Supplemental Educational Services providers to System students and are currently under contract with the System to provide Supplemental Educational Services to eligible System students, but only for the purpose of providing Supplemental Educational Services to eligible System students.

Outside organizations are welcome to use school facilities when such use is consistent with the Board's policies and administrative procedures and does not interfere with the activities of our schools or school-related support groups, as determined by the principal. Outside youth organizations or groups whose members are mostly students who reside in the System shall have first priority (over other outside organizations) for use of school facilities. Outside organizations should apply through the facilities services department. Business partners should obtain approval of the school principal prior to submitting an application to the facilities services department. Outside organizations seeking a one-time use of school facilities may not reserve a school facility more than three months in advance.

5. Business Partners

"Business partners" means businesses, agencies, colleges, hospitals, non-profit, scout troops, civic, social and other organizations that enter into a support relationship with one or more Fulton County schools that is beneficial to the System. The School System values its relationship with its business partners and encourages other organizations to show their support of public education by becoming business partners of our schools. Business partnerships must be formalized through a partnership agreement that must be on file with the communications department and must be consistent with established partnership guidelines.

A school and its business partner(s) may cooperate in sponsoring activities that benefit the school and its students. Although these activities are school-sponsored they still require approval from the facilities services department when they involve

use of school facilities.

When a business partner requests use of school facilities, the business partner must submit an application to the facilities services department for approval in the manner described below. The application must include the signature of the school principal. Depending on the intended use, the business partner may be allowed to use the facility at a reduced fee, to be determined by the facilities services department.

6. Governmental Agencies

Governmental agencies wishing to establish an inter-governmental agreement involving shared resources which will be of benefit to Fulton County residents should submit their proposal to the Superintendent. Proposals approved by the Superintendent will be recommended to the Board with a summary of the proposed terms. Examples of programs that would benefit residents include sports activities, summer camp, senior citizen activities and educational programs. In reviewing proposals, priority will be given to programs for youth.

Governmental agencies wishing to use school facilities for other purposes should apply through the facilities services department. If the Governmental Agency provides goods, services, facilities, and equipment that are beneficial to Fulton County Schools, the governmental agency may be exempt from payment of some or all of the customary fees.

B. Applying for Use of School Facilities

With the exception of Governmental agencies wishing to establish inter-governmental agreements involving shared resources, outside organizations wishing to use school facilities must apply to the facilities services department at least ten (10) business days prior to the requested use date. Application forms may be obtained at the school or the facilities services department website. The application must be signed by the representative of the organization who will be responsible for the activity or event. Applications from business partners must include the signature of the school principal. In all other cases, the facilities service department shall consult with the principal or building supervisor about the requested use before approving or denying an application.

Requests to use teaching museums, professional learning centers or other System facilities will be considered on a case by case basis by the facilities services department, in consultation with the building supervisor.

The following factors will be considered in reviewing an application:

1. the type of activity or event;
2. its potential impact on the facility;

3. the duration and frequency of the activity or event;
4. the availability of adequate System personnel to oversee the facility during the activity or event;
5. the number of participants expected;
6. safety and security concerns;
7. previous experience with the organization;
8. potential interference with other activities at the facility;
9. the need for a rest period for the facility or grounds; and
10. other needs or interests of the school or the System.

If an outside organization wants to charge an admission fee, they must state the amount of the fee in the application and obtain prior approval, which will be reflected in the use agreement.

C. Use Agreement

1. If the outside organization's application is approved, an authorized representative of the organization must sign a use agreement before any preparations or activities may take place at the school facility.
2. The use agreement must state that at least one authorized representative of the organization will be present during the activity or event.
3. The organization must agree to indemnify the System for any claim of loss, injury or damage resulting from the organization's use of the school facility.
4. Except for use agreements involving substantial improvements to school property (see item L), the maximum term of a use agreement is one year.

D. Renewal of Use Agreement

Renewal requests must be submitted to the facilities department at least ten (10) business days prior to the expiration of the use agreement. Renewal is not automatic. The same factors that apply to an initial application will be considered in connection with a request for renewal. In addition, any violations of a previous use agreement or other problems with the organization will be taken into consideration.

E. Cancellation of Use Agreement

The System reserves the right to deny an outside organization's application or cancel

the organization's use agreement when it deems such action to be in the best interest of the System or a school. The outside organization is responsible for providing timely notification to its members or other participants of a cancellation. When schools are closed because of hazardous weather or other emergencies, all use of school facilities is canceled.

F. Fees for Outside Organizations

1. To comply with Georgia law, outside organizations must pay all costs resulting from their use of school facilities, including utilities, security, supervision, clean-up, maintenance, depreciation, overtime and any other costs to the System. Anticipated excessive demands on utilities must be disclosed on the application so that an appropriate fee can be charged. The fee schedule can be obtained from the facilities department. Fees may be changed from time to time to reflect current costs.
2. If fees are not paid in full at least three (3) business days in advance of the activity or event, permission to use the school facility may be withdrawn or a ten (10) percent penalty fee may be added.
3. Payment should be made to the [facilities department]. At the discretion of the facilities department, payment may be requested in the form of a cashier's check or money order.
4. A clean-up fee will be assessed if the organization does not leave the facility and grounds clean.
5. The facilities department, in consultation with the principal may require the organization to pay for or to provide police protection or security personnel.
6. Fees paid for the use of school facilities must be posted to a System account, not an individual school account. Schools will be reimbursed for any costs paid from the local school budget and 25% of the remaining fee collected.
7. If an activity is canceled at least two business days in advance of the activity or event, any prepaid user fee will be refunded, less any costs the System has incurred.

G. Insurance

In order to protect the School System, outside organizations are required to obtain liability insurance covering the event or activity.

H. Deposits

1. At the discretion of the facilities department, outside organizations may be required to pay a deposit for activities involving large groups or activities that may result in damage to school property. Failure to pay a required deposit may result in

the cancellation of the use agreement.

2. If school facilities are used on an ongoing basis (monthly, weekly, etc.), a deposit of not less than one month's fee may be required in advance along with the fee for the first month. The deposit will be held by the facilities department and will be returned at the end of the approved use period, less any deductions for damage, unpaid fees or other costs resulting from the use.

I. Fundraising by Outside Organizations

1. The only outside organizations that may conduct fund-raising activities at school facilities are non-profit organizations recognized as tax-exempt under section 501(c)(3).

2. Tax-exempt organizations must provide a copy of their IRS determination letter and establish their legitimacy to the satisfaction of the facilities-department before any fundraiser will be allowed.

3. Outside organizations may not use school facilities for any fund-raiser that includes gambling or games of chance.

J. Concessions

Arrangements for the sale of concessions by outside organizations must be made through the local school principal.

K. Political Meetings

"Town hall meetings" and political forums held on school property must comply with Board policy and administrative procedure KIA - "Political Campaign Activities" in addition to this procedure.

L. Use of Athletic Fields or Facilities

Prior to approval of a use agreement allowing repeated use of an athletic field or facility by an outside organization, the Area Superintendent must sign the agreement indicating that all principals in the school's feeder pattern approve the request. Athletic fields may be subject to a use agreement of up to five years when the requesting organization expends substantial resources to improve the field. Examples include installing lights, irrigation systems or scoreboards. The arrangement will be reviewed periodically and discontinued if the school's athletic facilities are being harmed.

At least 60 days in advance of the spring, fall and summer athletic programs, athletic directors from each high school and the school system will determine the needs for athletic fields and facilities. Contracts with outside organizations will be reviewed in light of these needs.

M. Additional Rules Governing Use of School Facilities by Outside Organizations

Outside organizations shall follow these additional rules governing use of school facilities.

1. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
2. A school custodian and/or other System employee, as designated by the principal, must be present during the activity or event. School employees are not permitted to give their building keys to an outside organization.
3. Signs, banners, pennants, etc. may not be erected on school property unless the permission of the principal or designee is obtained in advance and only if such displays do not deface school property.
4. Adequate supervision, as approved by the facilities department in consultation with the principal, must be present for activities involving children.
5. Parking is permitted only in designated parking areas.
6. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
7. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
8. Any use of a facility beyond the time specified in their use agreement is subject to additional fees charged in quarter hour increments.
9. All activities must be orderly and lawful and must comply with all federal, state and local laws.
10. Use of lighted athletic fields must end by 10:00 p.m.
11. Overnight use of school facilities is permitted only with the explicit written permission of the principal and if it is allowable under local fire codes.
12. Food and beverages are allowed inside school buildings only if requested in the application and approved in the use agreement. The organization is responsible for clean-up of all areas used.
13. Alcohol, illegal drugs, weapons or explosives are not allowed in school facilities or on school property.
14. The use of tobacco products is prohibited in school facilities and on school property.

15. School facilities that are available for use by outside organizations are: gymnasiums, cafeterias/cafeteriums, kitchens (provided System cafeteria staff is used with the approved use of kitchen equipment), playing fields and athletic fields. Requests to use auditoriums, theaters, concession facilities, media centers, conference rooms and common areas will be considered on a case by case basis by the facilities department, in consultation with the school principal. The school principal may use his/her discretion to determine whether classrooms may be used by outside organizations during the school day.

16. Outside organizations may use tables and chairs if requested in advance. A set-up fee will be charged. Requests to use public address systems or audio visual equipment will be considered on a case by case basis by the facilities department, in consultation with the school principal. A fee will be charged and System personnel must be used. The following types of System equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical or laboratory equipment.

17. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems or to the structure or grounds of the facility.

18. Outside organizations may not sublease school facilities to other organizations or individuals or transfer or assign their use agreement to anyone.

19. Individuals are not eligible to apply for use of school facilities.

20. School facilities shall not be used for anything other than the use(s) approved in the use agreement.

Cross References: [KG – Use Of School Facilities Policy Link to Policy](#)



BOARD OF EDUCATION
Linda Schultz, *President*
Linda P. Bryant, *Vice President*
Julia C. Bernath • Gail Dean • Catherine Maddox
Linda McCain • Katie Reeves
Robert M. Avossa, Ed.D., *Superintendent*

Ison Springs Elementary School

INTERGOVERNMENTAL AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made and entered into as of this 1st day of September, 2011, by and between the **CITY OF SANDY SPRINGS**, a municipal corporation of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "City") and the **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "FCBE").

Background Information

- A. FCBE owns certain real property located at 8261 Ison Road, Sandy Springs, Georgia, 30350 (the "Elementary School Property"), on which Ison Springs Elementary School (the "Elementary School") is located. The Elementary School Property is hereinafter referred to as the "School Property." The Elementary School is also referred to herein as a "School."
- B. The Playing Field (exterior School Facilities), and Gymnasium, Cafeteria and Classroom (interior School Facilities) (recognized as the "Elementary School Facilities") are located on the Elementary School Property. The Elementary School Facilities hereinafter referred to as the "School Facilities," as identified on Exhibit A.1 and A.2.
- C. FCBE and City desire to enter into this Agreement to provide for the joint use of the School Facilities by FCBE and City.

Agreement

Now, therefore, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and FCBE hereby agree as follows:

1. **Use of School Facilities by City.** FCBE hereby grants the City the right to use the School Facilities on the following terms and conditions:
 - a. FCBE expressly reserves priority to use the interior School Facilities for school activities, including extracurricular activities, from 7:00 a.m. until 6:30 p.m., Monday through Friday, during each Academic Year and FCBE reserves priority to use the exterior School Facilities for school activities, including extracurricular activities, from

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LAND MANAGEMENT

7:00 a.m. until 5:30 p.m., Monday through Friday, during each Academic Year and during the Term of the Agreement. FCBE and City expressly agree that during such times, the School Facilities may be used for the activities of any Fulton County School. As used herein, the term "Academic Year" shall be defined by FCBE on an annual basis as requested.

b. City shall have no right to use the School Facilities during Regular School Hours unless the principal (the "Principal") of the School on which such School Facilities are located or his or her designee consents to such use in such Principal's sole and absolute discretion. As used herein, the term "Regular School Hours" shall mean the periods from 7:00 a.m. through 4:00 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement.

c. City may request the use of the interior School Facilities after Regular School Hours when FCBE has priority to use such interior School Facilities (i.e., from 4:00 p.m. until 6:30 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement) by notifying the Principal of the School on which such School Facilities are located in writing not less than one week prior to the date City desires to use such School Facilities. Such Principal shall use reasonable efforts to accommodate such request.

City may request the use of the exterior School Facilities after Regular School Hours when FCBE has priority to use such exterior School Facilities (i.e., from 4:00 p.m. until 5:30 p.m. Monday through Friday, throughout each Academic Year during the Term of the Agreement) by notifying the Principal of the School on which such School Facilities are located in writing not less than one week prior to the date City desires to use such School Facilities. Such Principal shall use reasonable efforts to accommodate such request.

d. During each Academic Year, City shall have first priority use of the exterior School Facilities Monday through Friday from 5:30 p.m. until dark and Monday through Friday from 6:30 p.m. until 8:30 p.m. for the interior School Facilities. The City shall have first priority use of the School Facilities Saturdays from 9:00 a.m. until 5:00 p.m., and Sundays from 12:00 p.m. until 5:00 p.m. City shall also have first priority use of the School Facilities during the Non-Academic Year, defined as the time between the end of each Academic Year and the beginning of the next Academic Year. Notwithstanding, the City acknowledges as a result of or due to any emergency, evacuation and/or any other unexpected event, activity and/or occurrence, the Principal shall have first priority superseding any scheduled or non-scheduled City or third party activity and or event during either the Academic school year or Non-academic School Year.

The times for use of the School Facilities during the Non-Academic Year shall be the same as times for use during the Academic Year. The City may request additional time for the use of the School Facilities during the Non-Academic Year through the School's Principal. The Principal shall use reasonable efforts to accommodate such request. The City may enter onto the Playing Field thirty minutes prior for setup.

The City will pay the rental charge on an hourly basis pursuant to the Facility Use Fee Schedule referenced in Exhibit C for the use of the interior School Facilities.

Notwithstanding, City acknowledges that the Principal may schedule special events to be held during the Academic Year and Non-Academic Year while City has first priority

use, whereas City will accommodate such scheduled events as long as proper notice of 30 days is given by the Principal to the City.

FCBE and the City shall determine a mutually agreed upon period of rest for the Playing Field for a period of no less than thirty (30) consecutive days during the Non-Academic Year in order to maintain the quality of the turf.

e. Notwithstanding subsection 1.d. above, FCBE may request the use of the School Facilities during times when City has first priority to use such School Facilities as described above by notifying City in writing not less than one week prior to the date FCBE desires such School Facilities. City shall use reasonable efforts to accommodate such requests. FCBE and City expressly agree that during such times, the School Facilities may be used for the activities of any Fulton County School.

f. City and FCBE acknowledge that non-City sponsored groups may, from time to time, request the use of the School Facilities or have the right to request the use of the School Facilities. Such groups may be permitted to use the School Facilities provided that (a) such groups qualify, in FCBE's or its representative's sole discretion, to use the School Facilities under FCBE's policy governing use of School Facilities; (b) both FCBE and City deem the proposed activity to be an appropriate use of the School Facilities; (c) the use does not interfere in any way with the conduct of school activities, including but not limited to, after-school athletic and other extracurricular activities of whatever nature of any Fulton County School; (d) the use does not interfere in any way with the conduct of City's recreational activities; (e) the activity does not conflict with any previously scheduled activities of City or FCBE; (f) reasonable periods of rest are observed in order to maintain the quality of any turf located on any of the School Facilities, and (g) such non-City sponsored groups agree in writing to the following: (g.1.) provide supervisory and security personnel to properly maintain the order and discipline when the School Facilities are being used by such groups; (g.2.) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (g.3.) if applicable, secure and lock the exterior School Facilities upon the completion of each practice, game or other activity thereon; (g.4.) maintain the exterior or interior School Facilities during the period of use; and (g.5.) pay the required "usage" fees, if any, as referenced in Exhibit C. When non-City sponsored groups request the use of the School Facilities during the times when City has the first priority to use the School Facilities, City will use reasonable efforts to accommodate such requests and will be responsible for scheduling such activities, and City will promptly notify the Principal of the School on which such activities will occur of each such request. The Principal will coordinate such scheduling when non-City sponsored groups request to use the School Facilities during all times when City does not have the exclusive right to use the School Facilities. The principal shall use reasonable efforts to accommodate such request.

g. City shall (i) provide adequate supervisory and security personnel at each activity to properly maintain order and discipline when the School Facilities are being used by City; (ii) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (iii) if applicable, secure and lock the exterior School Facilities upon completion of each practice, game or other activity thereon; (iv) return School Facilities to original condition prior to its use; (v) City shall place trash cans and recycling bins on the exterior School Facilities where Principal deems appropriate; and (vi) City shall place porta potties on exterior School Facilities where Principal deems appropriate.

h. City shall keep all motorized vehicles off grassed areas and public parking shall be limited to designated areas only as directed by the Principal.

i. City's use of the School Facilities is expressly subject to and conditional upon City's compliance with Fulton County Board of Education Policy KG and Procedure KG, which Policy and Procedure are hereby incorporated into this Agreement as referenced in Exhibit D. In the event of any conflict between the terms of this Agreement and Policy KG and Procedure KG, the Policy and Procedure shall control.

j. No food or drink with the exception of water shall be allowed in the interior School Facilities.

2. **Term of Agreement.** This agreement shall be for a term commencing on the 1st day of September 2011, and ending on the 31st day of August 2012, provided that the Board of Education may cancel this agreement if City fails to timely remedy any non-compliance with this Agreement within thirty days of written notice of FCBE's intention to cancel the Lease Agreement, notwithstanding the terms of Sections 9, 11 and 14(b) of this Agreement. Following expiration of the Lease, all permanent improvements made by the City will remain the property of FCBE.

The Intergovernmental Agreement shall not automatically renew. However, the City may notify FCBE at least ninety (90) days prior to the expiration of the term to request that the Intergovernmental Agreement be renewed for an additional five (5) year term. The Intergovernmental Agreement will only renew upon the written agreement of FCBE, which shall be in FCBE's sole discretion.

3. **Consideration and Expenses.** The parties agree that the mutual use of the School Facilities by the parties is the consideration for the entry into this Agreement by both parties and that no rent shall be payable for the use of the exterior School Facilities by either FCBE or City. Notwithstanding the foregoing, the City agrees that it shall make the initial improvements as described in Exhibit B. The said initial improvements shall be made by the City within the first year of the initial term, more specifically during the period recognized as the Non-Academic Year and the said initial improvements shall be completed prior to the next Academic year; however, rent shall be payable by the City for the use of the interior School Facilities.

The City shall pay for all usage fees associated for the use of any interior School Facilities. The usage fees shall be assessed on the basis of the Facility Use fee schedule, as referenced in Exhibit C. The City acknowledges from time to time on a periodic basis FCBE may change the Facility Use fee schedule which the City will abide to such changes.

In addition, if FCBE incurs direct costs or expenses (other than maintenance costs, which shall be governed by Section 5 below) solely as a result of the use of FCBE's School Facilities by the City (not including maintenance or utility expenses resulting from the reasonable use of such School Facilities) upon FCBE being made aware of such costs or expenses, FCBE shall notify the City of such costs or expense prior to the City's continued use of such School Facilities, and the City shall be required to reimburse FCBE for such costs or expenses within thirty (30) days of the request.

4. **Maintenance of School Facilities.**

a. In addition to the obligations contained in subsection 1.g. above, during the Academic Year, each party shall, at such party's expense, maintain the School Facilities in good condition and repair in relation to each party's use of the School Facilities, including without limitation the provision of routine custodial services and the repair and replacement of all equipment and improvements located on the School Facilities.

City agrees that it will maintain and repair the portable irrigation systems supplied by the City for the Playing Field at its own cost and agrees to keep them in good working order and in compliance with all local codes. In addition, City shall pay for all water used for the irrigation systems for the Playing Field during the term of this Agreement and any renewal terms. If City shall tap into FCBE water line or Fulton County Government water line, City shall provide written notice of such tap and connection prior to making tap and connection. Payment shall be due within 60 days of receipt of invoice based upon an estimate of annual water costs to be provided by FCBE or its designee with a final accounting (and payment or refund) once the actual cost has been determined.

Periodic inspections may be performed by FCBE or its agents or employees of the field improvements and/or field conditions. Any problems (and origin thereof, if identifiable) are to be reported to the offices of the FCBE. FCBE shall provide notice to the City to make the appropriate repairs and / or corrections to the field.

City shall maintain, at City's sole expense, the Playing Field in a good and safe condition. Maintenance shall include, but not be limited to, mowing the field on a routine basis, fertilizing, re-seeding, and making such improvements as may be necessary or reasonably requested by FCBE subject to those conditions noted in Paragraph 2.

As used herein, the term "routine custodial services" shall include without limitation, the collection of litter and debris from the School Facilities; following each use, removal of the contents of City's furnished trash receptacles and recycling bins; and following each use, removal of hazardous items from areas utilized or accessible to staff, students, or visitors. The City shall maintain an adequate level of sanitary supplies as mutually agreed upon by the City and Principal.

b. Notwithstanding the terms of subsection 4.a. above, during the Term of the Agreement, the City shall maintain the exterior School Facilities during the period of the Non-Academic Year.

c. City shall have no right to construct any improvements on the School Facilities owned by FCBE without FCBE's consent which consent may be withheld in FCBE's sole discretion. During the Term, the City shall not demolish any of the School Facilities located on FCBE's property without the consent of FCBE hereto, which consent shall not be unreasonably withheld, conditioned or delayed.

5. **Utilities.** The City shall pay for all water charges for the maintenance of the exterior School Facilities. City shall pay for electrical charges if utilized. FCBE shall pay all water and electricity charges for the interior School Facilities.

6. **Insurance.** The City shall maintain a minimum of \$1 million commercial general liability (including bodily injury, property damage and fire legal liability) insurance with a \$2 million general aggregate, shall maintain a minimum of \$1 million automobile liability insurance (CSL), and provide statutory Workers Compensation coverage with a

minimum Employers Liability of \$100,000 per accident, \$500,000 policy limit. Any third party using the School Facilities with the express, written consent of the City shall maintain a minimum of \$1 million commercial general liability(including bodily injury and property damage) and automobile liability insurance coverage, with minimum policy limit of \$1 million per occurrence (CSL), and name FCBE and City as additional insureds. For purposes of this Agreement, the phrase "third party using the School Facilities" shall mean an entity, group, or individual other than an agent, employee, or elected or appointed official of the City or the FCBE that receives written permission from the FCBE or City to use the School Facilities for a function , event or program in a manner substantively more intense than general public use, it being understood and agreed that 'use of the School Facilities' by the general public for general recreational purposes shall not require acquisition of the insurance referenced immediately above. Any third party performing building, construction, or public improvement projects on the School Facilities with the express written consent of FCBE shall be required to maintain a minimum of \$2 million commercial general liability (including bodily injury and property damage) insurance, shall maintain a minimum of \$1 million automobile liability insurance (CSL) naming both FBCE and City as additional insureds and provide statutory Workers Compensation coverage with a minimum Employers Liability of \$100,000 per accident, \$500,000 policy limit. Any third party performing building, construction or public improvement projects on the School Facilities shall submit proof of insurance by submitting a certificate of insurance prior to performing such work.

7. **Liability.** City shall be responsible for the acts and omissions of City and its agents, contractors or employees. FCBE shall be responsible for the acts and omissions of FCBE and its agents, contractors, or employees. Any third party using the School Facilities shall be required to defend, indemnify and hold harmless FCBE and City and their agents and employees against all costs, damages, or claims, whether for personal injury or property damage, arising out of any act or omission of such third party in connection with its use of the School Facilities.
8. **Casualty.** If any of the School Facilities are damaged or destroyed during the Term of the Agreement by a casualty loss, FCBE may elect to rebuild or restore same to such School Facilities. If such damage or destruction is due to the acts or omission while in City's care, custody and control, then FCBE may elect to rebuild or restore the damaged or destroyed School Facilities subject to reimbursement by the City pursuant to the terms of Section 7 above.
9. **Condemnation.** In the event all or any portion of the School Property is condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then all condemnation awards or sales proceeds shall belong to the owner of such condemned or sold property, and this Agreement shall terminate as to such property on the date of such condemnation or sale. If a portion of the School Property that contains all of the School Facilities is so condemned or sold then this Agreement shall terminate on the date of such condemnation or sale.
10. **Liens.** No encumbrances, charges or liens against the School Facilities shall exist because of any action or inaction by either party or such party's independent contractors. Each party shall discharge by bond or otherwise within ten (10) days of notice of existence of any lien, encumbrance or other charge arising because of the actions of such party.

11. **Termination.**

(a) Either party shall have the right to terminate this Agreement without cause upon ninety (90) days prior written notice. FCBE shall have no obligation to compensate City, including any compensation for any value of any improvements, and all improvements made by City or on City's behalf shall remain with the School Facilities.

(b) In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall, in addition to all other rights and remedies available to such non-defaulting party at law or in equity, have the right to (i) provide written notice to the defaulting party of the intention to terminate this Agreement within (30) days of the written notice if such default is not remedied within the 30 days, or (ii) cure such default at the expense of the defaulting party. The defaulting party, within ten (10) days of the receipt of a statement for reimbursement, shall reimburse the other party for any amount paid and any expense or contractual liability so incurred. Notwithstanding the foregoing, if (i) such default is of such nature that it cannot reasonably be remedied within such thirty (30) day period, (ii) the defaulting party has commenced its efforts to remedy such default within such thirty (30) day period and is diligently and in good faith pursuing such efforts, and (iii) actually remedies such breach within sixty (60) days from the date it first receives notice of default from the non-defaulting party, the non-defaulting party shall not have the right to terminate this Agreement.

12. **Expiration of Term.**

a. Upon the expiration of the Term of the Agreement, all fixed and permanent improvements upon the School Property shall remain the property of FCBE, free and clear of all liens and encumbrances. Either party may remove portable improvements made by such party. A listing of all portable improvements shall be prepared by such party and approved by the other party prior to the removal of said improvements. Except in connection with repairs or replacements, each party covenants not to destroy or remove any improvements constructed (other than portable improvements) or equipment placed upon the other party's property, pursuant to this Agreement or otherwise, without the written consent of the other party, which written consent may not be unreasonably withheld, conditioned, or delayed.

b. Upon the expiration of the Term, each party agrees to promptly vacate all parts of the other party's Property. All keys held by a party for the School Facilities located on the other party's Property shall be returned to the other party within a reasonable time.

13. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) certified mail, return receipt required or (ii) delivered personally, including by courier or expedited mail service, address as follows (or at such address as may be specified from time to time in writing):

If to FCBE: Superintendent
Fulton County Board of Education
786 Cleveland Avenue, S.W.
Atlanta, Georgia 30315

With a copy to: David Knotts, Land Agent
Fulton County Board of Education
5270 Northfield Boulevard
College Park, Georgia 30349

If to City: John McDonough
City Manager
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed notice has been given.

14. **Miscellaneous.**

a. This Agreement shall be construed as an intergovernmental contract, and no estate shall pass out of FCBE or City. Neither party shall, without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion, assign its interest in this Agreement or any interest hereunder. Consent to any assignment shall not destroy this provision and any later assignments shall be made likewise only upon the prior written consent of the other party. Any assignee of either party, at the option of the party, shall become directly liable to the other party for all obligations of the assigning party hereunder, but no assignment by either party shall relieve such party of any liability hereunder to the other party.

b. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor, materials or financing, failure or lack of utilities, governmental laws and regulations, riots, insurrection, war, acts of God, inclement weather, or other causes beyond the reasonable control of either party ("Force Majeure"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.

c. NEITHER PARTY WILL ALLOW ALCOHOLIC BEVERAGES OR THE USE OF TOBACCO PRODUCTS ON THE SCHOOL FACILITIES OWNED BY THE OTHER PARTY AT ANY TIME DURING ITS USE OF THE SCHOOL FACILITIES OWNED BY THE OTHER PARTY.

d. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless attached hereto and signed by City and FCBE. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

e. Time is of the essence for each and every provision and stipulation of this Agreement.

f. Each party acknowledges that this Agreement has been freely negotiated by both parties, and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be

no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

g. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded, to such party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement except as may be specifically agreed in writing.

h. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

CITY OF SANDY SPRINGS

By: _____

Name: _____

Title: _____

Date: _____

Notary Public

FULTON COUNTY BOARD OF EDUCATION

By: _____

Name: Patrick Burke

Title: Chief of Operations

Date: _____

Notary Public

By: _____

Name: Robert M. Avossa, Ed.D

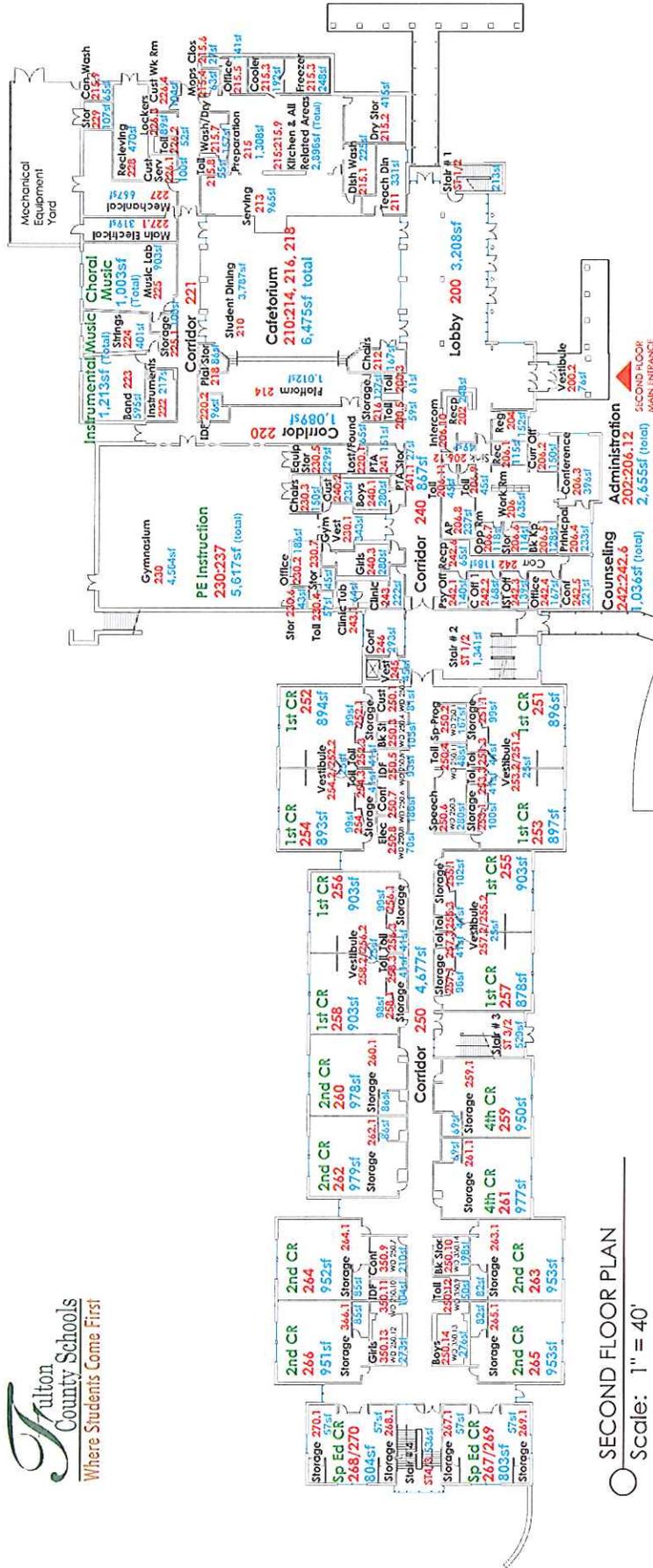
Title: Superintendent

Date: _____

Notary Public

- Exhibit A.1
- Exhibit A.2
- Exhibit B
- Exhibit C
- Exhibit D

Exhibit A.1



SECOND FLOOR PLAN
Scale: 1" = 40'

ISON SPRINGS ELEMENTARY SCHOOL

326 Ison Road, Sandy Springs, GA 30350
(Name on Working Drawing = Ison Road Elementary School (Site M-3))
Green Room Names = Instructional Units
Red Room Names = Non Instructional Units
Red Numbers = Inventory Room Number & Number on Building
Light Blue Numbers = Area in Square Feet

ISON ROAD ELEMENTARY SCHOOL
PARCEL NO. 22-066-1400
STATE PROJECT NO. 0009
BUILDING AREA = 126,612 SQ. FT.

BUILDING YEAR S.G. FT. I.U.
2010 126,612 54

Exhibit A.2



Ison Springs ES

Playing Field

9

Exhibit A.2

Exhibit B

The City shall make the following improvements:

The City shall furnish and install a portable irrigation system on the existing Playing Field, seed and/or sod the Playing Field on the School Facilities.

City shall submit three (3) sets of drawings which reflect the proposed improvements to FCBE for approval. No construction by the City shall commence until drawings are approved in writing by FCBE. As-builts shall be provided by the City following completion of construction of the improvements by the City.

Improvements shall be made within nine (9) months of final execution of the agreement.

Rules Governing Use of Facilities by Outside Organizations

Outside Organizations shall follow these additional rules governing use of school facilities

1. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
2. A school custodian, and/or other System employee as designated by the principal, must be present during the activity or event. School employees are not permitted to give their building keys to an outside organization.
3. General Liability Insurance in the amount of \$1 million (minimum) combined single limit coverage is required. \$500,000 (minimum) Auto Liability coverage is required. Worker's Compensation coverage is required, if applicable. A Certificate of Insurance must be provided at the time the contract is signed. Fulton County Board of Education must be listed as an "Additional Insured" on the policy.
4. Lease fees are to be paid in advance to the Rental Office, 5270 Northfield Boulevard, College Park, Georgia 30349. Check should be made payable to **FULTON COUNTY BOARD OF EDUCATION**. Facilities will not be available until payment and the proper documents are received by this office. Phone number (404) 765-7157; fax number (404) 305-2235.
5. Signs, banners, permits, etc., may not be erected on school property unless the permission of the Principal or designee is obtained in advance and only if such displays do not deface school property.
6. Adequate supervision, as approved by the Principal, must be present for activities involving children.
7. Parking is permitted only in designated areas.
8. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
9. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
10. Any use of a facility beyond the time specified in their use agreement is subject to additional fees charged in quarter hour increments.
11. All activities must be orderly and lawful, and must comply with all federal, state and local laws.
12. Use of lighted athletic fields must end by 10:00 p.m.
13. Overnight use (sleepovers) of school facilities is permitted only with the explicit permission of the Principal and written approval from the Fire Marshall.
14. Food and beverages are allowed inside of cafeteria only. Request for authorization must be made in the application and approved in the use agreement. The organization is responsible for cleanup for all areas used.
15. Alcohol, illegal drugs, weapons or explosives are not allowed in school facilities or on school property.
16. The use of tobacco products is prohibited in school facilities and on school property.
17. School facilities that are available for use by outside organizations are: PE buildings, media centers, parking lots, gymnasiums, cafeterias/cafeteria, kitchens (System cafeteria staff must be utilized), playing fields, athletic fields. Request to use auditoriums, theaters, concession facilities, media centers, conference rooms, and common areas will be considered on a case-by-case basis by the Rental Office, in consultation with the school Principal. Use of System personnel may be required at the Principal's option. Classrooms, laboratories and stadiums are available under special arrangement only, approved on a case-by-case basis.
18. Outside organizations may use tables and chairs if requested in advance. A set-up fee will be charged. Requests to use public address systems or audio visual equipment will be considered on a case by case basis by the Rental Office in consultation with the school principal. A fee will be charged and System personnel must be used. The following types of equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical or laboratory equipment.
19. Requests to use teaching museums, staff development centers or other System facilities will be considered on a case-by-case basis by the Rental Office, in consultation with the building supervisor.
20. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems, or to the structure or grounds of the facility.
21. Outside organizations may not sublease school facilities to other organizations or individuals, or transfer or assign their use agreement to anyone.
22. Individuals are not eligible to apply for use of school facilities.
23. School facilities shall not be used for anything other than use(s) approved in the Use Agreement.
24. The use of said areas shall not in any way interfere with school activities. Facilities will be left in as good condition as found.
25. When schools are closed because of inclement weather, all facilities use is canceled. The undersigned further agrees to pay all applicable fees at least three working days prior to use.

Revised 12/16/11

**FULTON COUNTY PUBLIC SCHOOLS
USE AGREEMENT/APPLICATION FOR USE OF SCHOOL FACILITIES**

Application must be filed in the Rental Office not less than 10 working days before intended use. All information must be furnished before the application can be processed. Fees must be paid three working days prior to scheduled event. Make check or money order payable to Fulton County Board of Education. Phone number - (404) 765-7157; fax number - (404) 305-2235

1. Name of Organization _____
2. Responsible Representative _____
 Print name of authorized agent/representative _____ Title _____
 Address _____
 Phone (W) _____ (H) _____ Fax _____
 Email Address _____
3. School Requested (name) _____ Type of Activity/Purpose _____
4. Date (s) and Time Requested _____ a.m. _____ p.m. UNTIL _____ a.m. _____ p.m.
 Areas to be Leased _____, _____, _____
5. Number of persons expected to attend _____
6. Organization's Policy Number _____ Policy Limit (minimum \$1 million General Liability coverage) \$ _____
 Auto Liability Coverage (minimum \$500,000 coverage) \$ _____ Worker's Compensation, if applicable \$ _____
7. Do you want to charge an admission fee? If yes, in what amount? Adult \$ _____ Child \$ _____ Other \$ _____
 NOTE: Prior approval of Rental Office is required in order to charge admission.
8. Will this activity be a fundraiser? _____ If yes, must be section 501 C (3) tax exempt organization and must attach copy of IRS determination letter to application.
9. Do you want to serve refreshments? _____ NOTE: Prior approval of the Rental Office is required in order to serve refreshments. Food and beverages are not allowed in school buildings except in the cafeteria. A clean-up fee/deposit may be charged if food and/or beverages are served.
10. The Organization's Representative(s) has/have read and agrees to the facility use terms and conditions on the back of this agreement. Initial _____
11. Specifically for "AFTER SCHOOL ENRICHMENT PROGRAMS" - Custodial fees are waived between the hours of 2:30 p.m. and 6 p.m.

FEE SCHEDULE

OTHER

LEASED AREAS	Mark Leased Area with X	Minimum Fee (2 hours)	Hourly Rate above Minimum
Gymnasium, Elementary School		\$32.00	\$16.00
Gymnasium, Middle School		\$46.00	\$23.00
Gymnasium, High School Auxiliary		\$32.00	\$16.00
Gymnasium, High School Main		\$62.00	\$31.00
PE Multi-Purpose Room		\$32.00	\$16.00
Cafeteria, Elementary		\$32.00	\$16.00
Cafeteria, Middle School		\$46.00	\$23.00
Cafeteria, High School		\$46.00	\$23.00
Kitchen(staff fee also required)		\$46.00	\$23.00
Theater/Auditorium		\$62.00	\$31.00
Media Center, Elementary School		\$32.00	\$16.00
Media Center, MS or HS		\$46.00	\$23.00
Classroom		\$16.00	\$8.00
Concession Stands		\$16.00	\$8.00
Non-Stadium Field, no light use		\$24.00	\$12.00
Non-Stadium Field Lighting adder		\$16.00	\$8.00
Stadium Field, no light use		\$32.00	\$16.00
Stadium Lighting adder		\$52.00	\$26.00
Track, Asphalt MS, ES		\$16.00	\$8.00
Track, High School		\$32.00	\$16.00
Tennis Court (per Court)		\$8.00	\$4.00
Parking Lot		\$16.00	\$8.00
Teaching Museum		\$62.00	\$31.00

NOT - FOR - PROFIT YOUTH

Minimum Fee (2 hours)	Hourly Rate above Minimum
\$16.00	\$8.00
\$24.00	\$12.00
\$16.00	\$8.00
\$32.00	\$16.00
\$16.00	\$8.00
\$16.00	\$8.00
\$24.00	\$12.00
\$24.00	\$12.00
\$24.00	\$12.00
\$24.00	\$12.00
\$32.00	\$16.00
\$16.00	\$8.00
\$24.00	\$12.00
\$8.00	\$4.00
\$8.00	\$4.00
\$12.00	\$6.00
\$8.00	\$4.00
\$16.00	\$8.00
\$26.00	\$13.00
\$8.00	\$4.00
\$16.00	\$8.00
\$4.00	\$2.00
\$8.00	\$4.00
\$32.00	\$16.00

STAFFING FEE (TO BE DETERMINED BY PRINCIPAL) - when additional staffing is necessary and/or required including setup and cleanup.
 To be Completed by School: Custodial Time required? Yes _____ No _____ Custodial Time = \$35 per hour (includes fringe benefits).
 Total Custodial Costs = Hours worked _____ x \$35/Hr = \$ _____ (Teacher/Coach) = \$28 per hour (includes fringe benefits).
 Technician (for Theatre) = \$28 per hour (includes fringe benefits). Security Personnel = \$40 per hour (includes fringe benefits).

ADDITIONAL CHARGES may be applicable (to be determined by the Rental Office in consultation with Principal on a case-by-case basis) such as deposit, extraordinary utility use, and maintenance charge.

School Bathroom Products utilized (paper towels, toilet tissue, soap, etc). Total Bathroom Products Fee \$ _____

CHARGE FOR USE: Facility Fees \$ _____ + Staffing Fees \$ _____ + Additional Charges \$ _____ = **TOTAL CHARGES \$ _____**

The undersigned agrees to abide by current FCBE Policy/Administrative Procedure KG (Use of School Facilities) and the requirements for users of school facilities listed above and on the reverse side of this application form. The undersigned shall be financially responsible for any and all claim of loss, injury or damage to person or property resulting from the organization's use of School property and shall indemnify the School Board and its employees and agents against any liability resulting from the organization's use of School Board property. The undersigned further agrees to pay all applicable fees at least three working days prior to use.

The undersigned hereby covenants and agrees to hold harmless as a result of any damage or injury to the school facilities and to indemnify FCBE against any liability whatsoever resulting from the use of the premises by the undersigned, whether servants or agents or independent contractors guest or otherwise. The undersigned does not intend to and does not hereby create any right of remedy in any third person.

Organization Representative's Signature _____ Date _____

Principal's Signature _____ Date _____

FULTON COUNTY BOARD OF EDUCATION

Reason for Denial: (If Applicable)

- * Time Conflict _____
- * Unsatisfactory previous experience w/group _____
- * No employee available for security, custodial, etc. _____
- * Purpose use incompatible with facility _____

Rental Office/Land Management Coordinator _____ Date _____

Make check payable to Fulton County Board of Education in the amount of \$ _____ per (check one) Day; _____ Week; _____ Month; _____ Year

Exhibit D

District Policy

Book: District Policy
Section: K - General Public Relations
Title: Use of School Facilities
Number: KG
Status: Active
Legal: O.C.G.A., 20-2-520, Op. Att'y Gen. 1945-47, p. 206; 1963-1965, p. 401; 1960-61, p. 172, 1958-59, p. 98
Adopted: 07/01/1986
Last Revised: 11/21/2008
Last Reviewed: 05/21/2009

Policy Detail

The primary purpose of our school facilities is to provide a suitable setting in which to educate the students of Fulton County. Therefore, a school's curricular and extracurricular needs and other school-sponsored activities, as determined by the principal, shall have first priority for the use of school facilities. School-related support groups, such as PTAs, booster clubs, employee organizations, etc., shall have second priority.

At the same time, the Board of Education recognizes that school facilities represent a significant investment on the part of the District's residents. Therefore, the Board encourages community use of school facilities when such use will not interfere with the School System's educational mission.

The following outside organizations shall be eligible to apply for use of school facilities: (1) business partners of the System's schools; (2) non-profit organizations that are based in the District and whose members are mostly District residents; (3) governmental agencies located in the District or serving District residents; (4) businesses located in the District, but only for non-commercial, community oriented purposes ; and (5) organizations that are currently approved by the Georgia State Board of Education to serve as Supplemental Educational Services providers to System students and are currently under contract with the System to provide Supplemental Educational Services to eligible System students, but only for the purpose of providing Supplemental Educational Services to eligible System students. Individuals are not eligible to apply for use of school facilities.

The facilities department shall process applications and administer requests for use of school facilities by outside organizations. Any use of school facilities by outside organizations must be consistent with the Board's policies and administrative procedures, must not involve unlawful conduct, and must be acceptable to the principal.

To comply with Georgia law, the Superintendent or designee shall establish a fee schedule that enables the System to recoup the costs involved in the use of school facilities by outside organizations.

Use of school facilities shall not be denied on the basis of an organization's religious, political or philosophical views or expressive activity. Organizations granted permission to use school facilities shall not unlawfully restrict participation in the activity or event because of an individual's race, religion, sex, creed, national origin or disability.

Cross References: KG – Use Of School Facilities Procedure

District Procedure

Book: District Procedure
Section: K - General Public Relations
Title: Use of School Facilities
Number: KG
Status: Active
Legal: O.C.G.A., 20-2-520, Op. Att'y Gen. 1945-47, p. 206; 1963-65, p. 401; 1960-61, p. 172; 1958-59, p. 98
Adopted: 07/01/1986
Last Revised: 05/21/2009
Last Reviewed: 05/21/2009

Policy Detail

As used in this administrative procedure. "School facilities" means buildings, grounds, athletic facilities, fields and parking lots at a System school or other System site.

A. Allowable Uses of School Facilities**1. School-Sponsored Activities**

"School-sponsored activities" means a school's curricular and extracurricular programs and any other activity undertaken by and in the name of the school. The primary purpose of our school facilities is to provide a suitable setting in which to educate Fulton County students. Therefore, school-sponsored activities shall always take priority over any other use of school facilities. Other groups may be denied use of school facilities or have their permission for use revoked when the principal concludes that the group's use would interfere with school-sponsored activities. The school principal is responsible for approving and scheduling school-sponsored activities.

2. School-Related Support Groups and Employee Organizations

"School-related support groups" means organizations devoted exclusively to the support of the school and school-sponsored activities, such as PTAs, booster clubs, etc. "Employee organizations" means recognized professional or employee organizations whose membership is limited to Fulton County School System personnel.

School-related support groups and employee organizations make significant contributions to our students and our schools. Therefore, they have second priority for the use of school facilities.

All meetings or other activities of school-related support groups or employee organizations must be approved in advance by the school principal. School-related support groups and employee organizations are not required to apply to the facilities department or pay a fee for meetings and non-fundraising activities that have the principal's advance approval.

3. System-sponsored Activities

In order to be accessible to all areas of the community, schools are occasionally requested to host school system events. Schools will be reimbursed for expenses associated with such events.

4. Outside Organizations

"Outside organizations" means those organizations other than the System's schools, school-related support groups and employee organizations that are eligible under Board policy to request use of school facilities. These organizations are: (1) business partners of the System's schools as defined in Item 5; (2) non-profit organizations that are based in the System and whose members are mostly System residents; (e.g. recreational sports organizations including developmental teams) (3) governmental agencies located in the System or serving residents; (4) businesses located in the System, but only for non-commercial, community oriented purposes; and (5) organizations that are currently approved by the Georgia State Board of Education to serve as Supplemental Educational Services providers to System students and are currently under contract with the System to provide Supplemental Educational Services to eligible System students, but only for the purpose of providing Supplemental Educational Services to eligible System students.

Outside organizations are welcome to use school facilities when such use is consistent with the Board's policies and administrative procedures and does not interfere with the activities of our schools or school-related support groups, as determined by the principal. Outside youth organizations or groups whose members are mostly students who reside in the System shall have first priority (over other outside organizations) for use of school facilities. Outside organizations should apply through the facilities services department. Business partners should obtain approval of the school principal prior to submitting an application to the facilities services department. Outside organizations seeking a one-time use of school facilities may not reserve a school facility more than three months in advance.

5. Business Partners

"Business partners" means businesses, agencies, colleges, hospitals, non-profit, scout troops, civic, social and other organizations that enter into a support relationship with one or more Fulton County schools that is beneficial to the System. The School System values its relationship with its business partners and encourages other organizations to show their support of public education by becoming business partners of our schools. Business partnerships must be formalized through a partnership agreement that must be on file with the communications department and must be consistent with established partnership guidelines.

A school and its business partner(s) may cooperate in sponsoring activities that benefit the school and its students. Although these activities are school-sponsored they still require approval from the facilities services department when they involve

use of school facilities.

When a business partner requests use of school facilities, the business partner must submit an application to the facilities services department for approval in the manner described below. The application must include the signature of the school principal. Depending on the intended use, the business partner may be allowed to use the facility at a reduced fee, to be determined by the facilities services department.

6. Governmental Agencies

Governmental agencies wishing to establish an inter-governmental agreement involving shared resources which will be of benefit to Fulton County residents should submit their proposal to the Superintendent. Proposals approved by the Superintendent will be recommended to the Board with a summary of the proposed terms. Examples of programs that would benefit residents include sports activities, summer camp, senior citizen activities and educational programs. In reviewing proposals, priority will be given to programs for youth.

Governmental agencies wishing to use school facilities for other purposes should apply through the facilities services department. If the Governmental Agency provides goods, services, facilities, and equipment that are beneficial to Fulton County Schools, the governmental agency may be exempt from payment of some or all of the customary fees.

B. Applying for Use of School Facilities

With the exception of Governmental agencies wishing to establish inter-governmental agreements involving shared resources, outside organizations wishing to use school facilities must apply to the facilities services department at least ten (10) business days prior to the requested use date. Application forms may be obtained at the school or the facilities services department website. The application must be signed by the representative of the organization who will be responsible for the activity or event. Applications from business partners must include the signature of the school principal. In all other cases, the facilities service department shall consult with the principal or building supervisor about the requested use before approving or denying an application.

Requests to use teaching museums, professional learning centers or other System facilities will be considered on a case by case basis by the facilities services department, in consultation with the building supervisor.

The following factors will be considered in reviewing an application:

1. the type of activity or event;
2. its potential impact on the facility;

3. the duration and frequency of the activity or event;
4. the availability of adequate System personnel to oversee the facility during the activity or event;
5. the number of participants expected;
6. safety and security concerns;
7. previous experience with the organization;
8. potential interference with other activities at the facility;
9. the need for a rest period for the facility or grounds; and
10. other needs or interests of the school or the System.

If an outside organization wants to charge an admission fee, they must state the amount of the fee in the application and obtain prior approval, which will be reflected in the use agreement.

C. Use Agreement

1. If the outside organization's application is approved, an authorized representative of the organization must sign a use agreement before any preparations or activities may take place at the school facility.
2. The use agreement must state that at least one authorized representative of the organization will be present during the activity or event.
3. The organization must agree to indemnify the System for any claim of loss, injury or damage resulting from the organization's use of the school facility.
4. Except for use agreements involving substantial improvements to school property (see item L), the maximum term of a use agreement is one year.

D. Renewal of Use Agreement

Renewal requests must be submitted to the facilities department at least ten (10) business days prior to the expiration of the use agreement. Renewal is not automatic. The same factors that apply to an initial application will be considered in connection with a request for renewal. In addition, any violations of a previous use agreement or other problems with the organization will be taken into consideration.

E. Cancellation of Use Agreement

The System reserves the right to deny an outside organization's application or cancel

the organization's use agreement when it deems such action to be in the best interest of the System or a school. The outside organization is responsible for providing timely notification to its members or other participants of a cancellation. When schools are closed because of hazardous weather or other emergencies, all use of school facilities is canceled.

F. Fees for Outside Organizations

1. To comply with Georgia law, outside organizations must pay all costs resulting from their use of school facilities, including utilities, security, supervision, clean-up, maintenance, depreciation, overtime and any other costs to the System. Anticipated excessive demands on utilities must be disclosed on the application so that an appropriate fee can be charged. The fee schedule can be obtained from the facilities department. Fees may be changed from time to time to reflect current costs.
2. If fees are not paid in full at least three (3) business days in advance of the activity or event, permission to use the school facility may be withdrawn or a ten (10) percent penalty fee may be added.
3. Payment should be made to the [facilities department]. At the discretion of the facilities department, payment may be requested in the form of a cashier's check or money order.
4. A clean-up fee will be assessed if the organization does not leave the facility and grounds clean.
5. The facilities department, in consultation with the principal may require the organization to pay for or to provide police protection or security personnel.
6. Fees paid for the use of school facilities must be posted to a System account, not an individual school account. Schools will be reimbursed for any costs paid from the local school budget and 25% of the remaining fee collected.
7. If an activity is canceled at least two business days in advance of the activity or event, any prepaid user fee will be refunded, less any costs the System has incurred.

G. Insurance

In order to protect the School System, outside organizations are required to obtain liability insurance covering the event or activity.

H. Deposits

1. At the discretion of the facilities department, outside organizations may be required to pay a deposit for activities involving large groups or activities that may result in damage to school property. Failure to pay a required deposit may result in

the cancellation of the use agreement.

2. If school facilities are used on an ongoing basis (monthly, weekly, etc.), a deposit of not less than one month's fee may be required in advance along with the fee for the first month. The deposit will be held by the facilities department and will be returned at the end of the approved use period, less any deductions for damage, unpaid fees or other costs resulting from the use.

I. Fundraising by Outside Organizations

1. The only outside organizations that may conduct fund-raising activities at school facilities are non-profit organizations recognized as tax-exempt under section 501(c)(3).

2. Tax-exempt organizations must provide a copy of their IRS determination letter and establish their legitimacy to the satisfaction of the facilities-department before any fundraiser will be allowed.

3. Outside organizations may not use school facilities for any fund-raiser that includes gambling or games of chance.

J. Concessions

Arrangements for the sale of concessions by outside organizations must be made through the local school principal.

K. Political Meetings

"Town hall meetings" and political forums held on school property must comply with Board policy and administrative procedure KIA - "Political Campaign Activities" in addition to this procedure.

L. Use of Athletic Fields or Facilities

Prior to approval of a use agreement allowing repeated use of an athletic field or facility by an outside organization, the Area Superintendent must sign the agreement indicating that all principals in the school's feeder pattern approve the request. Athletic fields may be subject to a use agreement of up to five years when the requesting organization expends substantial resources to improve the field. Examples include installing lights, irrigation systems or scoreboards. The arrangement will be reviewed periodically and discontinued if the school's athletic facilities are being harmed.

At least 60 days in advance of the spring, fall and summer athletic programs, athletic directors from each high school and the school system will determine the needs for athletic fields and facilities. Contracts with outside organizations will be reviewed in light of these needs.

M. Additional Rules Governing Use of School Facilities by Outside Organizations

Outside organizations shall follow these additional rules governing use of school facilities.

1. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
2. A school custodian and/or other System employee, as designated by the principal, must be present during the activity or event. School employees are not permitted to give their building keys to an outside organization.
3. Signs, banners, pennants, etc. may not be erected on school property unless the permission of the principal or designee is obtained in advance and only if such displays do not deface school property.
4. Adequate supervision, as approved by the facilities department in consultation with the principal, must be present for activities involving children.
5. Parking is permitted only in designated parking areas.
6. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
7. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
8. Any use of a facility beyond the time specified in their use agreement is subject to additional fees charged in quarter hour increments.
9. All activities must be orderly and lawful and must comply with all federal, state and local laws.
10. Use of lighted athletic fields must end by 10:00 p.m.
11. Overnight use of school facilities is permitted only with the explicit written permission of the principal and if it is allowable under local fire codes.
12. Food and beverages are allowed inside school buildings only if requested in the application and approved in the use agreement. The organization is responsible for clean-up of all areas used.
13. Alcohol, illegal drugs, weapons or explosives are not allowed in school facilities or on school property.
14. The use of tobacco products is prohibited in school facilities and on school property.

15. School facilities that are available for use by outside organizations are: gymnasiums, cafeterias/cafeteriums, kitchens (provided System cafeteria staff is used with the approved use of kitchen equipment), playing fields and athletic fields. Requests to use auditoriums, theaters, concession facilities, media centers, conference rooms and common areas will be considered on a case by case basis by the facilities department, in consultation with the school principal. The school principal may use his/her discretion to determine whether classrooms may be used by outside organizations during the school day.

16. Outside organizations may use tables and chairs if requested in advance. A set-up fee will be charged. Requests to use public address systems or audio visual equipment will be considered on a case by case basis by the facilities department, in consultation with the school principal. A fee will be charged and System personnel must be used. The following types of System equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical or laboratory equipment.

17. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems or to the structure or grounds of the facility.

18. Outside organizations may not sublease school facilities to other organizations or individuals or transfer or assign their use agreement to anyone.

19. Individuals are not eligible to apply for use of school facilities.

20. School facilities shall not be used for anything other than the use(s) approved in the use agreement.

Cross References: [KG – Use Of School Facilities Policy](#) [Link to Policy](#)



BOARD OF EDUCATION
Linda Schultz, *President*
Linda P. Bryant, *Vice President*
Julia C. Bernath • Gail Dean • Catherine Maddox
Linda McCain • Katie Reeves
Robert M. Avossa, Ed.D., *Superintendent*

Lake Forest Elementary School

INTERGOVERNMENTAL AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made and entered into as of this 1st day of September, 2011, by and between the **CITY OF SANDY SPRINGS**, a municipal corporation of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "City") and the **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "FCBE").

Background Information

- A. FCBE owns certain real property located at 5920 Sandy Springs Circle, Sandy Springs, Georgia, 30328 (the "Elementary School Property"), on which Lake Forest Elementary School (the "Elementary School") is located. The Elementary School Property is hereinafter referred to as the "School Property." The Elementary School is also referred to herein as a "School."
- B. The Playing Field (exterior School Facilities), and Gymnasium, Cafeteria and Classroom (interior School Facilities) (recognized as the "Elementary School Facilities") are located on the Elementary School Property. The Elementary School Facilities hereinafter referred to as the "School Facilities," as identified on Exhibit A.1 and A.2.
- C. FCBE and City desire to enter into this Agreement to provide for the joint use of the School Facilities by FCBE and City.

Agreement

Now, therefore, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and FCBE hereby agree as follows:

1. **Use of School Facilities by City.** FCBE hereby grants the City the right to use the School Facilities on the following terms and conditions:
 - a. FCBE expressly reserves priority to use the interior School Facilities for school activities, including extracurricular activities, from 7:00 a.m. until 6:00 p.m., Monday through Friday, during each Academic Year and FCBE reserves priority to use the exterior School Facilities for school activities, including extracurricular activities, from

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LAND MANAGEMENT

7:00 a.m. until 6:00 p.m., Monday through Friday, during each Academic Year and during the Term of the Agreement. FCBE and City expressly agree that during such times, the School Facilities may be used for the activities of any Fulton County School. As used herein, the term "Academic Year" shall be defined by FCBE on an annual basis as requested.

b. City shall have no right to use the School Facilities during Regular School Hours unless the principal (the "Principal") of the School on which such School Facilities are located or his or her designee consents to such use in such Principal's sole and absolute discretion. As used herein, the term "Regular School Hours" shall mean the periods from 7:00 a.m. through 4:00 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement.

c. City may request the use of the interior School Facilities after Regular School Hours when FCBE has priority to use such interior School Facilities (i.e., from 4:00 p.m. until 6:00 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement) by notifying the Principal of the School on which such School Facilities are located in writing not less than one week prior to the date City desires to use such School Facilities. Such Principal shall use reasonable efforts to accommodate such request.

City may request the use of the exterior School Facilities after Regular School Hours when FCBE has priority to use such exterior School Facilities (i.e., from 4:00 p.m. until 6:00 p.m. Monday through Friday, throughout each Academic Year during the Term of the Agreement) by notifying the Principal of the School on which such School Facilities are located in writing not less than one week prior to the date City desires to use such School Facilities. Such Principal shall use reasonable efforts to accommodate such request.

d. During each Academic Year, City shall have first priority use of the exterior School Facilities Monday through Friday from 6:00 p.m. until dark and Monday through Friday from 6:00 p.m. until 8:30 p.m. for the interior School Facilities. The City shall have first priority use of the School Facilities Saturdays from 9:00 a.m. until 5:00 p.m., and Sundays from 12:00 p.m. until 5:00 p.m. City shall also have first priority use of the School Facilities during the Non-Academic Year, defined as the time between the end of each Academic Year and the beginning of the next Academic Year. Notwithstanding, the City acknowledges as a result of or due to any emergency, evacuation and/or any other unexpected event, activity and/or occurrence, the Principal shall have first priority superseding any scheduled or non-scheduled City or third party activity and or event during either the Academic school year or Non-academic School Year.

The times for use of the School Facilities during the Non-Academic Year shall be the same as times for use during the Academic Year. The City may request additional time for the use of the School Facilities during the Non-Academic Year through the School's Principal. The Principal shall use reasonable efforts to accommodate such request. The City may enter onto the Playing Field thirty minutes prior for setup.

The City will pay the rental charge on an hourly basis pursuant to the Facility Use Fee Schedule referenced in Exhibit C for the use of the interior School Facilities.

Notwithstanding, City acknowledges that the Principal may schedule special events to be held during the Academic Year and Non-Academic Year while City has first priority

use, whereas City will accommodate such scheduled events as long as proper notice of 30 days is given by the Principal to the City.

FCBE and the City shall determine a mutually agreed upon period of rest for the Playing Field for a period of no less than thirty (30) consecutive days during the Non-Academic Year in order to maintain the quality of the turf.

e. Notwithstanding subsection 1.d. above, FCBE may request the use of the School Facilities during times when City has first priority to use such School Facilities as described above by notifying City in writing not less than one week prior to the date FCBE desires such School Facilities. City shall use reasonable efforts to accommodate such requests. FCBE and City expressly agree that during such times, the School Facilities may be used for the activities of any Fulton County School.

f. City and FCBE acknowledge that non-City sponsored groups may, from time to time, request the use of the School Facilities or have the right to request the use of the School Facilities. Such groups may be permitted to use the School Facilities provided that (a) such groups qualify, in FCBE's or its representative's sole discretion, to use the School Facilities under FCBE's policy governing use of School Facilities; (b) both FCBE and City deem the proposed activity to be an appropriate use of the School Facilities; (c) the use does not interfere in any way with the conduct of school activities, including but not limited to, after-school athletic and other extracurricular activities of whatever nature of any Fulton County School; (d) the use does not interfere in any way with the conduct of City's recreational activities; (e) the activity does not conflict with any previously scheduled activities of City or FCBE; (f) reasonable periods of rest are observed in order to maintain the quality of any turf located on any of the School Facilities, and (g) such non-City sponsored groups agree in writing to the following: (g.1.) provide supervisory and security personnel to properly maintain the order and discipline when the School Facilities are being used by such groups; (g.2.) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (g.3.) if applicable, secure and lock the exterior School Facilities upon the completion of each practice, game or other activity thereon; (g.4.) maintain the exterior or interior School Facilities during the period of use; and (g.5.) pay the required "usage" fees, if any, as referenced in Exhibit C. When non-City sponsored groups request the use of the School Facilities during the times when City has the first priority to use the School Facilities, City will use reasonable efforts to accommodate such requests and will be responsible for scheduling such activities, and City will promptly notify the Principal of the School on which such activities will occur of each such request. The Principal will coordinate such scheduling when non-City sponsored groups request to use the School Facilities during all times when City does not have the exclusive right to use the School Facilities. The principal shall use reasonable efforts to accommodate such request.

g. City shall (i) provide adequate supervisory and security personnel at each activity to properly maintain order and discipline when the School Facilities are being used by City; (ii) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (iii) if applicable, secure and lock the exterior School Facilities upon completion of each practice, game or other activity thereon; (iv) return School Facilities to original condition prior to its use; (v) City shall place trash cans and recycling bins on the exterior School Facilities where Principal deems appropriate; and (vi) City shall place porta potties on exterior School Facilities where Principal deems appropriate.

h. City shall keep all motorized vehicles off grassed areas and public parking shall be limited to designated areas only as directed by the Principal.

i. City's use of the School Facilities is expressly subject to and conditional upon City's compliance with Fulton County Board of Education Policy KG and Procedure KG, which Policy and Procedure are hereby incorporated into this Agreement as referenced in Exhibit D. In the event of any conflict between the terms of this Agreement and Policy KG and Procedure KG, the Policy and Procedure shall control.

j. No food or drink with the exception of water shall be allowed in the interior School Facilities.

2. **Term of Agreement.** This agreement shall be for a term commencing on the 1st day of September 2011, and ending on the 31st day of August 2012, provided that the Board of Education may cancel this agreement if City fails to timely remedy any non-compliance with this Agreement within thirty days of written notice of FCBE's intention to cancel the Lease Agreement, notwithstanding the terms of Sections 9, 11 and 14(b) of this Agreement. Following expiration of the Lease, all permanent improvements made by the City will remain the property of FCBE.

The Intergovernmental Agreement shall not automatically renew. However, the City may notify FCBE at least ninety (90) days prior to the expiration of the term to request that the Intergovernmental Agreement be renewed for an additional five (5) year term. The Intergovernmental Agreement will only renew upon the written agreement of FCBE, which shall be in FCBE's sole discretion.

3. **Consideration and Expenses.** The parties agree that the mutual use of the School Facilities by the parties is the consideration for the entry into this Agreement by both parties and that no rent shall be payable for the use of the exterior School Facilities by either FCBE or City. Notwithstanding the foregoing, the City agrees that it shall make the initial improvements as described in Exhibit B. The said initial improvements shall be made by the City within the first year of the initial term, more specifically during the period recognized as the Non-Academic Year and the said initial improvements shall be completed prior to the next Academic year; however, rent shall be payable by the City for the use of the interior School Facilities.

The City shall pay for all usage fees associated for the use of any interior School Facilities. The usage fees shall be assessed on the basis of the Facility Use fee schedule, as referenced in Exhibit C. The City acknowledges from time to time on a periodic basis FCBE may change the Facility Use fee schedule which the City will abide to such changes.

In addition, if FCBE incurs direct costs or expenses (other than maintenance costs, which shall be governed by Section 5 below) solely as a result of the use of FCBE's School Facilities by the City (not including maintenance or utility expenses resulting from the reasonable use of such School Facilities) upon FCBE being made aware of such costs or expenses, FCBE shall notify the City of such costs or expense prior to the City's continued use of such School Facilities, and the City shall be required to reimburse FCBE for such costs or expenses within thirty (30) days of the request.

4. **Maintenance of School Facilities.**

a. In addition to the obligations contained in subsection 1.g. above, during the Academic Year, each party shall, at such party's expense, maintain the School Facilities in good condition and repair in relation to each party's use of the School Facilities, including without limitation the provision of routine custodial and the repair and replacement of all equipment and improvements located on the School Facilities.

City agrees that it will maintain and repair the portable irrigation systems supplied by the City for the Playing Field at its own cost and agrees to keep them in good working order and in compliance with all local codes. In addition, City shall pay for all water used for the irrigation systems for the Playing Field during the term of this Agreement and any renewal terms. If City shall tap into FCBE water line or Fulton County Government water line, City shall provide written notice of such tap and connection prior to making tap and connection. Such payment shall be due within 60 days of receipt of invoice based upon an estimate of annual water costs to be provided by FCBE or its designee with a final accounting (and payment or refund) once the actual cost has been determined.

Periodic inspections may be performed by FCBE or its agents or employees of the field improvements and/or field conditions. Any problems (and origin thereof, if identifiable) are to be reported to the offices of the FCBE. FCBE shall provide notice to the City to make the appropriate repairs and / or corrections to the field.

City shall maintain, at City's sole expense, the Playing Field in a good and safe condition. Maintenance shall include, but not be limited to, mowing the field on a routine basis, fertilizing, re-seeding, and making such improvements as may be necessary or reasonably requested by FCBE subject to those conditions noted in Paragraph 2.

As used herein, the term "routine custodial services" shall include without limitation, the collection of litter and debris from the School Facilities; following each use, removal of the contents of City's furnished trash receptacles and recycling bins; and following each use, removal of hazardous items from areas utilized or accessible to staff, students, or visitors. The City shall maintain an adequate level of sanitary supplies as mutually agreed upon by the City and Principal.

b. Notwithstanding the terms of subsection 4.a. above, during the Term of the Agreement, the City shall maintain the exterior School Facilities during the period of the Non-Academic Year.

c. City shall have no right to construct any improvements on the School Facilities owned by FCBE without FCBE's consent which consent may be withheld in FCBE's sole discretion. During the Term, the City shall not demolish any of the School Facilities located on FCBE's property without the consent of FCBE hereto, which consent shall not be unreasonably withheld, conditioned or delayed.

5. **Utilities.** The City shall pay for all water charges for the maintenance of the exterior School Facilities. The City shall pay for all electrical charges if utilized. FCBE shall pay all water and electricity charges for the interior School Facilities.

6. **Insurance.** The City shall maintain a minimum of \$1 million commercial general liability (including bodily injury, property damage and fire legal liability) insurance with a \$2 million general aggregate, shall maintain a minimum of \$1 million automobile liability insurance (CSL), and provide statutory Workers Compensation coverage with a

minimum Employers Liability of \$100,000 per accident, \$500,000 policy limit. Any third party using the School Facilities with the express, written consent of the City shall maintain a minimum of \$1 million commercial general liability(including bodily injury and property damage) and automobile liability insurance coverage, with minimum policy limit of \$1 million per occurrence (CSL), and name FCBE and City as additional insureds. For purposes of this Agreement, the phrase "third party using the School Facilities" shall mean an entity, group, or individual other than an agent, employee, or elected or appointed official of the City or the FCBE that receives written permission from the FCBE or City to use the School Facilities for a function , event or program in a manner substantively more intense than general public use, it being understood and agreed that 'use of the School Facilities' by the general public for general recreational purposes shall not require acquisition of the insurance referenced immediately above. Any third party performing building, construction, or public improvement projects on the School Facilities with the express written consent of FCBE shall be required to maintain a minimum of \$2 million commercial general liability (including bodily injury and property damage) insurance, shall maintain a minimum of \$1 million automobile liability insurance (CSL) naming both FBCE and City as additional insureds and provide statutory Workers Compensation coverage with a minimum Employers Liability of \$100,000 per accident, \$500,000 policy limit. Any third party performing building, construction or public improvement projects on the School Facilities shall submit proof of insurance by submitting a certificate of insurance prior to performing such work.

7. **Liability.** City shall be responsible for the acts and omissions of City and its agents, contractors or employees. FCBE shall be responsible for the acts and omissions of FCBE and its agents, contractors, or employees. Any third party using the School Facilities shall be required to defend, indemnify and hold harmless FCBE and City and their agents and employees against all costs, damages, or claims, whether for personal injury or property damage, arising out of any act or omission of such third party in connection with its use of the School Facilities.
8. **Casualty.** If any of the School Facilities are damaged or destroyed during the Term of the Agreement by a casualty loss, FCBE may elect to rebuild or restore same to such School Facilities. If such damage or destruction is due to the acts or omission while in City's care, custody and control, then FCBE may elect to rebuild or restore the damaged or destroyed School Facilities subject to reimbursement by the City pursuant to the terms of Section 7 above.
9. **Condemnation.** In the event all or any portion of the School Property is condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then all condemnation awards or sales proceeds shall belong to the owner of such condemned or sold property, and this Agreement shall terminate as to such property on the date of such condemnation or sale. If a portion of the School Property that contains all of the School Facilities is so condemned or sold then this Agreement shall terminate on the date of such condemnation or sale.
10. **Liens.** No encumbrances, charges or liens against the School Facilities shall exist because of any action or inaction by either party or such party's independent contractors. Each party shall discharge by bond or otherwise within ten (10) days of notice of existence of any lien, encumbrance or other charge arising because of the actions of such party.

11. **Termination.**

(a) Either party shall have the right to terminate this Agreement without cause upon ninety (90) days prior written notice. FCBE shall have no obligation to compensate City, including any compensation for any value of any improvements, and all improvements made by City or on City's behalf shall remain with the School Facilities.

(b) In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall, in addition to all other rights and remedies available to such non-defaulting party at law or in equity, have the right to (i) provide written notice to the defaulting party of the intention to terminate this Agreement within (30) days of the written notice if such default is not remedied within the 30 days, or (ii) cure such default at the expense of the defaulting party. The defaulting party, within ten (10) days of the receipt of a statement for reimbursement, shall reimburse the other party for any amount paid and any expense or contractual liability so incurred. Notwithstanding the foregoing, if (i) such default is of such nature that it cannot reasonably be remedied within such thirty (30) day period, (ii) the defaulting party has commenced its efforts to remedy such default within such thirty (30) day period and is diligently and in good faith pursuing such efforts, and (iii) actually remedies such breach within sixty (60) days from the date it first receives notice of default from the non-defaulting party, the non-defaulting party shall not have the right to terminate this Agreement.

12. **Expiration of Term.**

a. Upon the expiration of the Term of the Agreement, all fixed and permanent improvements upon the School Property shall remain the property of FCBE, free and clear of all liens and encumbrances. Either party may remove portable improvements made by such party. A listing of all portable improvements shall be prepared by such party and approved by the other party prior to the removal of said improvements. Except in connection with repairs or replacements, each party covenants not to destroy or remove any improvements constructed (other than portable improvements) or equipment placed upon the other party's property, pursuant to this Agreement or otherwise, without the written consent of the other party, which written consent may not be unreasonably withheld, conditioned, or delayed.

b. Upon the expiration of the Term, each party agrees to promptly vacate all parts of the other party's Property. All keys held by a party for the School Facilities located on the other party's Property shall be returned to the other party within a reasonable time.

13. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) certified mail, return receipt required or (ii) delivered personally, including by courier or expedited mail service, address as follows (or at such address as may be specified from time to time in writing):

If to FCBE: Superintendent
Fulton County Board of Education
786 Cleveland Avenue, S.W.
Atlanta, Georgia 30315

With a copy to: David Knotts, Land Agent
Fulton County Board of Education
5270 Northfield Boulevard
College Park, Georgia 30349

If to City: John McDonough
City Manager
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed notice has been given.

14. **Miscellaneous.**

a. This Agreement shall be construed as an intergovernmental contract, and no estate shall pass out of FCBE or City. Neither party shall, without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion, assign its interest in this Agreement or any interest hereunder. Consent to any assignment shall not destroy this provision and any later assignments shall be made likewise only upon the prior written consent of the other party. Any assignee of either party, at the option of the party, shall become directly liable to the other party for all obligations of the assigning party hereunder, but no assignment by either party shall relieve such party of any liability hereunder to the other party.

b. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor, materials or financing, failure or lack of utilities, governmental laws and regulations, riots, insurrection, war, acts of God, inclement weather, or other causes beyond the reasonable control of either party ("Force Majeure"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.

c. NEITHER PARTY WILL ALLOW ALCOHOLIC BEVERAGES OR THE USE OF TOBACCO PRODUCTS ON THE SCHOOL FACILITIES OWNED BY THE OTHER PARTY AT ANY TIME DURING ITS USE OF THE SCHOOL FACILITIES OWNED BY THE OTHER PARTY.

d. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless attached hereto and signed by City and FCBE. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

e. Time is of the essence for each and every provision and stipulation of this Agreement.

f. Each party acknowledges that this Agreement has been freely negotiated by both parties, and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

g. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded, to such party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement except as may be specifically agreed in writing.

h. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

CITY OF SANDY SPRINGS

By: _____

Name: _____

Title: _____

Date: _____

Notary Public

FULTON COUNTY BOARD OF EDUCATION

By: _____

Name: Patrick Burke

Title: Chief of Operations

Date: _____

Notary Public

By: _____

Name: Robert M. Avossa, Ed.D

Title: Superintendent

Date: _____

Notary Public

- Exhibit A.1
- Exhibit A.2
- Exhibit B
- Exhibit C
- Exhibit D

Exhibit A.2

Lake Forest ES

Playing Field

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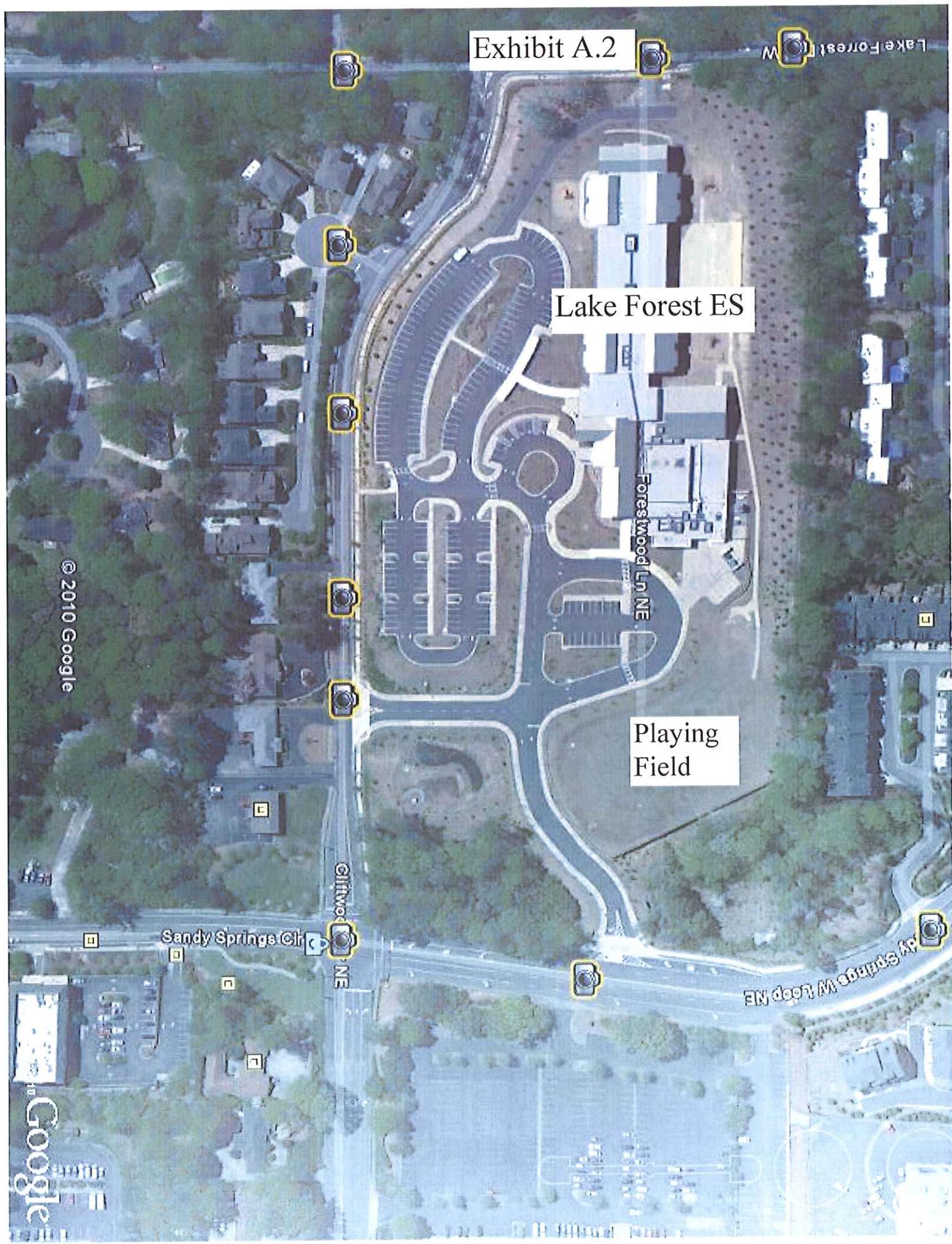


Exhibit B

The City shall make the following improvements:

The City shall furnish and install a portable irrigation system on the existing Playing Field, seed and/or sod the Playing Field, and install a water meter and electricity.

City shall submit three (3) sets of drawings which reflect the proposed improvements to FCBE for approval. No construction by the City shall commence until drawings are approved in writing by FCBE. As-builts shall be provided by the City following completion of construction of the improvements by the City.

Improvements shall be made within nine (9) months of final execution of the agreement.

Rules Governing Use of Facilities by Outside Organizations

Outside Organizations shall follow these additional rules governing use of school facilities

1. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
2. A school custodian, and/or other System employee as designated by the principal, must be present during the activity or event. School employees are not permitted to give their building keys to an outside organization.
3. General Liability Insurance in the amount of \$1 million (minimum) combined single limit coverage is required. \$500,000 (minimum) Auto Liability coverage is required. Worker's Compensation coverage is required, if applicable. A Certificate of Insurance must be provided at the time the contract is signed. Fulton County Board of Education must be listed as an "Additional Insured" on the policy.
4. Lease fees are to be paid in advance to the Rental Office, 5270 Northfield Boulevard, College Park, Georgia 30349. Check should be made payable to **FULTON COUNTY BOARD OF EDUCATION**. Facilities will not be available until payment and the proper documents are received by this office. Phone number (404) 765-7157; fax number (404) 305-2235.
5. Signs, banners, permits, etc., may not be erected on school property unless the permission of the Principal or designee is obtained in advance and only if such displays do not deface school property.
6. Adequate supervision, as approved by the Principal, must be present for activities involving children.
7. Parking is permitted only in designated areas.
8. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
9. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
10. Any use of a facility beyond the time specified in their use agreement is subject to additional fees charged in quarter hour increments.
11. All activities must be orderly and lawful, and must comply with all federal, state and local laws.
12. Use of lighted athletic fields must end by 10:00 p.m.
13. Overnight use (sleepovers) of school facilities is permitted only with the explicit permission of the Principal and written approval from the Fire Marshall.
14. Food and beverages are allowed inside of cafeteria only. Request for authorization must be made in the application and approved in the use agreement. The organization is responsible for cleanup for all areas used.
15. Alcohol, illegal drugs, weapons or explosives are not allowed in school facilities or on school property.
16. The use of tobacco products is prohibited in school facilities and on school property.
17. School facilities that are available for use by outside organizations are: PE buildings, media centers, parking lots, gymnasiums, cafeterias/cafetorium, kitchens (System cafeteria staff must be utilized), playing fields, athletic fields. Request to use auditoriums, theaters, concession facilities, media centers, conference rooms, and common areas will be considered on a case-by-case basis by the Rental Office, in consultation with the school Principal. Use of System personnel may be required at the Principal's option. Classrooms, laboratories and stadiums are available under special arrangement only, approved on a case-by-case basis.
18. Outside organizations may use tables and chairs if requested in advance. A set-up fee will be charged. Requests to use public address systems or audio visual equipment will be considered on a case by case basis by the Rental Office in consultation with the school principal. A fee will be charged and System personnel must be used. The following types of equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical or laboratory equipment.
19. Requests to use teaching museums, staff development centers or other System facilities will be considered on a case-by-case basis by the Rental Office, in consultation with the building supervisor.
20. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems, or to the structure or grounds of the facility.
21. Outside organizations may not sublease school facilities to other organizations or individuals, or transfer or assign their use agreement to anyone.
22. Individuals are not eligible to apply for use of school facilities.
23. School facilities shall not be used for anything other than use(s) approved in the Use Agreement.
24. The use of said areas shall not in any way interfere with school activities. Facilities will be left in as good condition as found.
25. When schools are closed because of inclement weather, all facilities use is canceled. The undersigned further agrees to pay all applicable fees at least three working days prior to use.

Revised 12/16/11

**FULTON COUNTY PUBLIC SCHOOLS
USE AGREEMENT/APPLICATION FOR USE OF SCHOOL FACILITIES**

Application must be filed in the Rental Office not less than 10 working days before intended use. All information must be furnished before the application can be processed. Fees must be paid three working days prior to scheduled event. Make check or money order payable to Fulton County Board of Education. Phone number – (404) 765-7157; fax number – (404) 305-2235

- Name of Organization _____
- Responsible Representative _____
 Print name of authorized agent/representative _____ Title _____
 Address _____
 Phone (W) _____ (H) _____ Fax _____
 Email Address _____
- School Requested (name) _____ Type of Activity/Purpose _____
- Date (s) and Time Requested _____ a.m. _____ p.m. *UNTIL* _____ a.m. _____ p.m.
 Areas to be Leased _____, _____, _____, _____, _____, _____
- Number of persons expected to attend _____
- Organization's Policy Number _____ Policy Limit (minimum \$1 million General Liability coverage) \$ _____
 Auto Liability Coverage (minimum \$500,000 coverage) \$ _____ Worker's Compensation, if applicable \$ _____
- Do you want to charge an admission fee? If yes, in what amount? Adult \$ _____ Child \$ _____ Other \$ _____
 NOTE: Prior approval of Rental Office is required in order to charge admission.
- Will this activity be a fundraiser? _____ If yes, must be section 501 C (3) tax exempt organization and must attach copy of IRS determination letter to application.
- Do you want to serve refreshments? _____ NOTE: Prior approval of the Rental Office is required in order to serve refreshments. Food and beverages are not allowed in school buildings except in the cafeteria. A clean-up fee/deposit may be charged if food and/or beverages are served.
- The Organization's Representative(s) has/have read and agrees to the facility use terms and conditions on the back of this agreement. Initial _____
- Specifically for "AFTER SCHOOL ENRICHMENT PROGRAMS" - Custodial fees are waived between the hours of 2:30 p.m. and 6 p.m.

FEE SCHEDULE

OTHER				NOT - FOR - PROFIT YOUTH	
LEASED AREAS	Mark Leased Area with X	Minimum Fee (2 hours)	Hourly Rate above Minimum	Minimum Fee (2 hours)	Hourly Rate above Minimum
Gymnasium, Elementary School		\$32.00	\$16.00	\$16.00	\$8.00
Gymnasium, Middle School		\$46.00	\$23.00	\$24.00	\$12.00
Gymnasium, High School Auxiliary		\$32.00	\$16.00	\$16.00	\$8.00
Gymnasium, High School Main		\$62.00	\$31.00	\$32.00	\$16.00
PE Multi-Purpose Room		\$32.00	\$16.00	\$16.00	\$8.00
Cafeteria, Elementary		\$32.00	\$16.00	\$16.00	\$8.00
Cafeteria, Middle School		\$46.00	\$23.00	\$24.00	\$12.00
Cafeteria, High School		\$46.00	\$23.00	\$24.00	\$12.00
Kitchen (staff fee also required)		\$46.00	\$23.00	\$24.00	\$12.00
Theater/Auditorium		\$62.00	\$31.00	\$32.00	\$16.00
Media Center, Elementary School		\$32.00	\$16.00	\$16.00	\$8.00
Media Center, MS or HS		\$46.00	\$23.00	\$24.00	\$12.00
Classroom		\$16.00	\$8.00	\$8.00	\$4.00
Concession Stands		\$16.00	\$8.00	\$8.00	\$4.00
Non-Stadium Field, no light use		\$24.00	\$12.00	\$12.00	\$6.00
Non-Stadium Field Lighting adder		\$16.00	\$8.00	\$8.00	\$4.00
Stadium Field, no light use		\$32.00	\$16.00	\$16.00	\$8.00
Stadium Lighting adder		\$52.00	\$26.00	\$26.00	\$13.00
Track, Asphalt MS, ES		\$16.00	\$8.00	\$8.00	\$4.00
Track, High School		\$32.00	\$16.00	\$16.00	\$8.00
Tennis Court (per Court)		\$8.00	\$4.00	\$4.00	\$2.00
Parking Lot		\$16.00	\$8.00	\$8.00	\$4.00
Teaching Museum		\$62.00	\$31.00	\$32.00	\$16.00

STAFFING FEE (TO BE DETERMINED BY PRINCIPAL) - when additional staffing is necessary and/or required including setup and cleanup.
 To be Completed by School: Custodial Time required? Yes _____ No _____ Custodial Time = \$35 per hour (includes fringe benefits).
 Total Custodial Costs = Hours worked _____ x \$35/Hr = \$_____. (Teacher/Coach) = \$28 per hour (includes fringe benefits).
 Technician (for Theatre) = \$28 per hour (includes fringe benefits). Security Personnel = \$40 per hour (includes fringe benefits).

ADDITIONAL CHARGES may be applicable (to be determined by the Rental Office in consultation with Principal on a case-by-case basis) such as deposit, extraordinary utility use, and maintenance charge.

School Bathroom Products utilized (paper towels, toilet tissue, soap, etc). Total Bathroom Products Fee \$ _____

CHARGE FOR USE: Facility Fees \$ _____ + Staffing Fees \$ _____ + Additional Charges \$ _____ = **TOTAL CHARGES \$ _____**
 The undersigned agrees to abide by current FCBE Policy/Administrative Procedure KG (Use of School Facilities) and the requirements for users of school facilities listed above and on the reverse side of this application form. The undersigned shall be financially responsible for any and all claim of loss, injury or damage to person or property resulting from the organization's use of School property and shall indemnify the School Board and its employees and agents against any liability resulting from the organization's use of School Board property. The undersigned further agrees to pay all applicable fees at least three working days prior to use.

The undersigned hereby covenants and agrees to hold harmless as a result of any damage or injury to the school facilities and to indemnify FCBE against any liability whatsoever resulting from the use of the premises by the undersigned, whether servants or agents or independent contractors guest or otherwise. The undersigned does not intend to and does not hereby create any right of remedy in any third person.

Organization Representative's Signature _____ Date _____ Principal's Signature _____ Date _____

FULTON COUNTY BOARD OF EDUCATION

- Reason for Denial: (If Applicable)
 * Time Conflict _____
 * Unsatisfactory previous experience w/group _____
 * No employee available for security, custodial, etc. _____
 * Purpose use incompatible with facility _____

Rental Office/Land Management Coordinator _____ Date _____

Make check payable to Fulton County Board of Education in the amount of \$ _____ per (check one) _____ Day; _____ Week; _____ Month; _____ Year

Exhibit D

District Policy

Book: District Policy
 Section: K - General Public Relations
 Title: Use of School Facilities
 Number: KG
 Status: Active
 Legal: O.C.G.A., 20-2-520, Op. Att'y Gen. 1945-47, p. 206; 1963-1965, p. 401; 1960-61, p. 172, 1958-59, p. 98
 Adopted: 07/01/1986
 Last Revised: 11/21/2008
 Last Reviewed: 05/21/2009

Policy Detail

The primary purpose of our school facilities is to provide a suitable setting in which to educate the students of Fulton County. Therefore, a school's curricular and extracurricular needs and other school-sponsored activities, as determined by the principal, shall have first priority for the use of school facilities. School-related support groups, such as PTAs, booster clubs, employee organizations, etc., shall have second priority.

At the same time, the Board of Education recognizes that school facilities represent a significant investment on the part of the District's residents. Therefore, the Board encourages community use of school facilities when such use will not interfere with the School System's educational mission.

The following outside organizations shall be eligible to apply for use of school facilities: (1) business partners of the System's schools; (2) non-profit organizations that are based in the District and whose members are mostly District residents; (3) governmental agencies located in the District or serving District residents; (4) businesses located in the District, but only for non-commercial, community oriented purposes ; and (5) organizations that are currently approved by the Georgia State Board of Education to serve as Supplemental Educational Services providers to System students and are currently under contract with the System to provide Supplemental Educational Services to eligible System students, but only for the purpose of providing Supplemental Educational Services to eligible System students. Individuals are not eligible to apply for use of school facilities.

The facilities department shall process applications and administer requests for use of school facilities by outside organizations. Any use of school facilities by outside organizations must be consistent with the Board's policies and administrative procedures, must not involve unlawful conduct, and must be acceptable to the principal.

To comply with Georgia law, the Superintendent or designee shall establish a fee schedule that enables the System to recoup the costs involved in the use of school facilities by outside organizations.

Use of school facilities shall not be denied on the basis of an organization's religious, political or philosophical views or expressive activity. Organizations granted permission to use school facilities shall not unlawfully restrict participation in the activity or event because of an individual's race, religion, sex, creed, national origin or disability.

Cross References: KG – Use Of School Facilities Procedure

District Procedure

Book: District Procedure
Section: K - General Public Relations
Title: Use of School Facilities
Number: KG
Status: Active
Legal: O.C.G.A., 20-2-520, Op. Att'y Gen. 1945-47, p. 206; 1963-65, p. 401; 1960-61, p. 172; 1958-59, p. 98
Adopted: 07/01/1986
Last Revised: 05/21/2009
Last Reviewed: 05/21/2009

Policy Detail

As used in this administrative procedure. "School facilities" means buildings, grounds, athletic facilities, fields and parking lots at a System school or other System site.

A. Allowable Uses of School Facilities**1. School-Sponsored Activities**

"School-sponsored activities" means a school's curricular and extracurricular programs and any other activity undertaken by and in the name of the school. The primary purpose of our school facilities is to provide a suitable setting in which to educate Fulton County students. Therefore, school-sponsored activities shall always take priority over any other use of school facilities. Other groups may be denied use of school facilities or have their permission for use revoked when the principal concludes that the group's use would interfere with school-sponsored activities. The school principal is responsible for approving and scheduling school-sponsored activities.

2. School-Related Support Groups and Employee Organizations

"School-related support groups" means organizations devoted exclusively to the support of the school and school-sponsored activities, such as PTAs, booster clubs, etc. "Employee organizations" means recognized professional or employee organizations whose membership is limited to Fulton County School System personnel.

School-related support groups and employee organizations make significant contributions to our students and our schools. Therefore, they have second priority for the use of school facilities.

All meetings or other activities of school-related support groups or employee organizations must be approved in advance by the school principal. School-related support groups and employee organizations are not required to apply to the facilities department or pay a fee for meetings and non-fundraising activities that have the principal's advance approval.

3. System-sponsored Activities

In order to be accessible to all areas of the community, schools are occasionally requested to host school system events. Schools will be reimbursed for expenses associated with such events.

4. Outside Organizations

"Outside organizations" means those organizations other than the System's schools, school-related support groups and employee organizations that are eligible under Board policy to request use of school facilities. These organizations are: (1) business partners of the System's schools as defined in Item 5; (2) non-profit organizations that are based in the System and whose members are mostly System residents; (e.g. recreational sports organizations including developmental teams) (3) governmental agencies located in the System or serving residents; (4) businesses located in the System, but only for non-commercial, community oriented purposes; and (5) organizations that are currently approved by the Georgia State Board of Education to serve as Supplemental Educational Services providers to System students and are currently under contract with the System to provide Supplemental Educational Services to eligible System students, but only for the purpose of providing Supplemental Educational Services to eligible System students.

Outside organizations are welcome to use school facilities when such use is consistent with the Board's policies and administrative procedures and does not interfere with the activities of our schools or school-related support groups, as determined by the principal. Outside youth organizations or groups whose members are mostly students who reside in the System shall have first priority (over other outside organizations) for use of school facilities. Outside organizations should apply through the facilities services department. Business partners should obtain approval of the school principal prior to submitting an application to the facilities services department. Outside organizations seeking a one-time use of school facilities may not reserve a school facility more than three months in advance.

5. Business Partners

"Business partners" means businesses, agencies, colleges, hospitals, non-profit, scout troops, civic, social and other organizations that enter into a support relationship with one or more Fulton County schools that is beneficial to the System. The School System values its relationship with its business partners and encourages other organizations to show their support of public education by becoming business partners of our schools. Business partnerships must be formalized through a partnership agreement that must be on file with the communications department and must be consistent with established partnership guidelines.

A school and its business partner(s) may cooperate in sponsoring activities that benefit the school and its students. Although these activities are school-sponsored they still require approval from the facilities services department when they involve

use of school facilities.

When a business partner requests use of school facilities, the business partner must submit an application to the facilities services department for approval in the manner described below. The application must include the signature of the school principal. Depending on the intended use, the business partner may be allowed to use the facility at a reduced fee, to be determined by the facilities services department.

6. Governmental Agencies

Governmental agencies wishing to establish an inter-governmental agreement involving shared resources which will be of benefit to Fulton County residents should submit their proposal to the Superintendent. Proposals approved by the Superintendent will be recommended to the Board with a summary of the proposed terms. Examples of programs that would benefit residents include sports activities, summer camp, senior citizen activities and educational programs. In reviewing proposals, priority will be given to programs for youth.

Governmental agencies wishing to use school facilities for other purposes should apply through the facilities services department. If the Governmental Agency provides goods, services, facilities, and equipment that are beneficial to Fulton County Schools, the governmental agency may be exempt from payment of some or all of the customary fees.

B. Applying for Use of School Facilities

With the exception of Governmental agencies wishing to establish inter-governmental agreements involving shared resources, outside organizations wishing to use school facilities must apply to the facilities services department at least ten (10) business days prior to the requested use date. Application forms may be obtained at the school or the facilities services department website. The application must be signed by the representative of the organization who will be responsible for the activity or event. Applications from business partners must include the signature of the school principal. In all other cases, the facilities service department shall consult with the principal or building supervisor about the requested use before approving or denying an application.

Requests to use teaching museums, professional learning centers or other System facilities will be considered on a case by case basis by the facilities services department, in consultation with the building supervisor.

The following factors will be considered in reviewing an application:

1. the type of activity or event;
2. its potential impact on the facility;

3. the duration and frequency of the activity or event;
4. the availability of adequate System personnel to oversee the facility during the activity or event;
5. the number of participants expected;
6. safety and security concerns;
7. previous experience with the organization;
8. potential interference with other activities at the facility;
9. the need for a rest period for the facility or grounds; and
10. other needs or interests of the school or the System.

If an outside organization wants to charge an admission fee, they must state the amount of the fee in the application and obtain prior approval, which will be reflected in the use agreement.

C. Use Agreement

1. If the outside organization's application is approved, an authorized representative of the organization must sign a use agreement before any preparations or activities may take place at the school facility.
2. The use agreement must state that at least one authorized representative of the organization will be present during the activity or event.
3. The organization must agree to indemnify the System for any claim of loss, injury or damage resulting from the organization's use of the school facility.
4. Except for use agreements involving substantial improvements to school property (see item L), the maximum term of a use agreement is one year.

D. Renewal of Use Agreement

Renewal requests must be submitted to the facilities department at least ten (10) business days prior to the expiration of the use agreement. Renewal is not automatic. The same factors that apply to an initial application will be considered in connection with a request for renewal. In addition, any violations of a previous use agreement or other problems with the organization will be taken into consideration.

E. Cancellation of Use Agreement

The System reserves the right to deny an outside organization's application or cancel

the organization's use agreement when it deems such action to be in the best interest of the System or a school. The outside organization is responsible for providing timely notification to its members or other participants of a cancellation. When schools are closed because of hazardous weather or other emergencies, all use of school facilities is canceled.

F. Fees for Outside Organizations

1. To comply with Georgia law, outside organizations must pay all costs resulting from their use of school facilities, including utilities, security, supervision, clean-up, maintenance, depreciation, overtime and any other costs to the System. Anticipated excessive demands on utilities must be disclosed on the application so that an appropriate fee can be charged. The fee schedule can be obtained from the facilities department. Fees may be changed from time to time to reflect current costs.
2. If fees are not paid in full at least three (3) business days in advance of the activity or event, permission to use the school facility may be withdrawn or a ten (10) percent penalty fee may be added.
3. Payment should be made to the [facilities department]. At the discretion of the facilities department, payment may be requested in the form of a cashier's check or money order.
4. A clean-up fee will be assessed if the organization does not leave the facility and grounds clean.
5. The facilities department, in consultation with the principal may require the organization to pay for or to provide police protection or security personnel.
6. Fees paid for the use of school facilities must be posted to a System account, not an individual school account. Schools will be reimbursed for any costs paid from the local school budget and 25% of the remaining fee collected.
7. If an activity is canceled at least two business days in advance of the activity or event, any prepaid user fee will be refunded, less any costs the System has incurred.

G. Insurance

In order to protect the School System, outside organizations are required to obtain liability insurance covering the event or activity.

H. Deposits

1. At the discretion of the facilities department, outside organizations may be required to pay a deposit for activities involving large groups or activities that may result in damage to school property. Failure to pay a required deposit may result in

the cancellation of the use agreement.

2. If school facilities are used on an ongoing basis (monthly, weekly, etc.), a deposit of not less than one month's fee may be required in advance along with the fee for the first month. The deposit will be held by the facilities department and will be returned at the end of the approved use period, less any deductions for damage, unpaid fees or other costs resulting from the use.

I. Fundraising by Outside Organizations

1. The only outside organizations that may conduct fund-raising activities at school facilities are non-profit organizations recognized as tax-exempt under section 501(c)(3).

2. Tax-exempt organizations must provide a copy of their IRS determination letter and establish their legitimacy to the satisfaction of the facilities-department before any fundraiser will be allowed.

3. Outside organizations may not use school facilities for any fund-raiser that includes gambling or games of chance.

J. Concessions

Arrangements for the sale of concessions by outside organizations must be made through the local school principal.

K. Political Meetings

"Town hall meetings" and political forums held on school property must comply with Board policy and administrative procedure KIA - "Political Campaign Activities" in addition to this procedure.

L. Use of Athletic Fields or Facilities

Prior to approval of a use agreement allowing repeated use of an athletic field or facility by an outside organization, the Area Superintendent must sign the agreement indicating that all principals in the school's feeder pattern approve the request. Athletic fields may be subject to a use agreement of up to five years when the requesting organization expends substantial resources to improve the field. Examples include installing lights, irrigation systems or scoreboards. The arrangement will be reviewed periodically and discontinued if the school's athletic facilities are being harmed.

At least 60 days in advance of the spring, fall and summer athletic programs, athletic directors from each high school and the school system will determine the needs for athletic fields and facilities. Contracts with outside organizations will be reviewed in light of these needs.

M. Additional Rules Governing Use of School Facilities by Outside Organizations

Outside organizations shall follow these additional rules governing use of school facilities.

1. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
2. A school custodian and/or other System employee, as designated by the principal, must be present during the activity or event. School employees are not permitted to give their building keys to an outside organization.
3. Signs, banners, pennants, etc. may not be erected on school property unless the permission of the principal or designee is obtained in advance and only if such displays do not deface school property.
4. Adequate supervision, as approved by the facilities department in consultation with the principal, must be present for activities involving children.
5. Parking is permitted only in designated parking areas.
6. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
7. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
8. Any use of a facility beyond the time specified in their use agreement is subject to additional fees charged in quarter hour increments.
9. All activities must be orderly and lawful and must comply with all federal, state and local laws.
10. Use of lighted athletic fields must end by 10:00 p.m.
11. Overnight use of school facilities is permitted only with the explicit written permission of the principal and if it is allowable under local fire codes.
12. Food and beverages are allowed inside school buildings only if requested in the application and approved in the use agreement. The organization is responsible for clean-up of all areas used.
13. Alcohol, illegal drugs, weapons or explosives are not allowed in school facilities or on school property.
14. The use of tobacco products is prohibited in school facilities and on school property.

15. School facilities that are available for use by outside organizations are: gymnasiums, cafeterias/cafeteriums, kitchens (provided System cafeteria staff is used with the approved use of kitchen equipment), playing fields and athletic fields. Requests to use auditoriums, theaters, concession facilities, media centers, conference rooms and common areas will be considered on a case by case basis by the facilities department, in consultation with the school principal. The school principal may use his/her discretion to determine whether classrooms may be used by outside organizations during the school day.

16. Outside organizations may use tables and chairs if requested in advance. A set-up fee will be charged. Requests to use public address systems or audio visual equipment will be considered on a case by case basis by the facilities-department, in consultation with the school principal. A fee will be charged and System personnel must be used. The following types of System equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical or laboratory equipment.

17. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems or to the structure or grounds of the facility.

18. Outside organizations may not sublease school facilities to other organizations or individuals or transfer or assign their use agreement to anyone.

19. Individuals are not eligible to apply for use of school facilities.

20. School facilities shall not be used for anything other than the use(s) approved in the use agreement.

Cross References: [KG – Use Of School Facilities Policy Link to Policy](#)



BOARD OF EDUCATION
Linda Schultz, *President*
Linda P. Bryant, *Vice President*
Julia C. Bernath • Gail Dean • Catherine Maddox
Linda McCain • Katie Reeves
Robert M. Avossa, Ed.D., *Superintendent*

Sandy Springs Charter Middle School

INTERGOVERNMENTAL AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made and entered into as of this 1st day of September, 2011 by and between the **CITY OF SANDY SPRINGS**, a municipal corporation of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "City") and the **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "FCBE").

Background Information

- A. FCBE owns certain real property located at 8750 Pride Place, Sandy Springs, Georgia, 30350 (the "Middle School Property"), on which Sandy Springs Charter Middle School (the "Middle School") is located. The Middle School Property is hereinafter referred to as the "School Property." The Middle School is also referred to herein as a "School."
- B. The Multipurpose Field and Track (exterior School Facilities) and Gymnasium, Cafeteria and Classroom (interior School Facilities) (the "Middle School Facilities") are located on the Middle School Property. The Middle School Facilities hereinafter referred to as the "School Facilities," as identified on Exhibit A.1 and A.2.
- C. FCBE and City desire to enter into this Agreement to provide for the joint use of the School Facilities by FCBE and City.

Agreement

Now, therefore, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and FCBE hereby agree as follows:

1. **Use of School Facilities by City.** FCBE hereby grants the City the right to use the School Facilities on the following terms and conditions:
 - a. FCBE expressly reserves priority to use the School Facilities for school activities, including extracurricular activities, from 7:00 a.m. until 6:00 p.m., Monday through Friday, during each Academic Year during the Term of the Agreement. FCBE and City expressly agree that during such times, the School Facilities may be used for the

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LAND MANAGEMENT

activities of any Fulton County School. As used herein, the term "Academic Year" shall be defined by FCBE on an annual basis.

b. City shall have no right to use the School Facilities during Regular School Hours unless the principal (the "Principal") of the School on which such School Facilities are located or his or her designee consents to such use in such Principal's sole and absolute discretion. As used herein, the term "Regular School Hours" shall mean the periods from 7:00 a.m. through 4:00 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement.

c. City may request the use of the interior School Facilities after Regular School Hours when FCBE has priority to use such School Facilities (i.e., from 4:00 p.m. until 6:00 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement) by notifying the Principal of the School on which such School Facilities are located in writing not less than one week prior to the date City desires to use such School Facilities. Such Principal shall use reasonable efforts to accommodate such request.

d. During each Academic Year, City shall have first priority use of the exterior School Facilities Monday through Friday from 6:00 p.m. until dark and Monday through Friday from 6:00 p.m. until 9:00 p.m. for the interior School Facilities. The City shall have first priority use of the School Facilities Saturdays from 9:00 a.m. until 5:00 p.m., and Sundays from 12:00 p.m. until 5:00 p.m. City shall also have first priority use of the School Facilities during the Non-Academic Year, defined as the time between the end of each Academic Year and the beginning of the next Academic Year. Notwithstanding, the City acknowledges as a result of or due to any emergency, evacuation and/or any other unexpected event, activity and/or occurrence, the Principal shall have first priority superseding any scheduled or non-scheduled City or third party activity and or event during either the Academic school year or Non-academic School Year.

The times for use of the School Facilities during the Non-Academic Year shall be the same as times for use during the Academic Year. The City may request additional time for the use of the School Facilities during the Non-Academic Year through the School's Principal. The Principal shall use reasonable efforts to accommodate such request. The City may enter onto the Multipurpose Field thirty minutes prior for setup.

Notwithstanding, the City acknowledges that the Principal may schedule special events to be held during the Academic Year and Non-Academic Year while City has first priority use, whereas City will accommodate such scheduled events as long as proper notice of 30 days is given by the Principal to the City.

FCBE and the City shall determine a mutually agreed upon period of rest for the Multipurpose Field for a period of no less than thirty (30) consecutive days during the Non-Academic Year in order to maintain the quality of the turf.

The City shall pay the rental charge on an hourly basis pursuant to the Facility Use Fee Schedule referenced in Exhibit C for the use of the interior School Facilities.

e. Notwithstanding subsection 1.d. above, FCBE may request the use of the School Facilities during times when City has first priority to use such School Facilities as described above by notifying City in writing not less than one week prior to the date FCBE desires such School Facilities. City shall use reasonable efforts to accommodate

such requests. FCBE and City expressly agree that during such times, the School Facilities may be used for the activities of any Fulton County School.

f. City and FCBE acknowledge that non-City sponsored groups may, from time to time, request the use of the School Facilities or have the right to request the use of the School Facilities. Such groups may be permitted to use the School Facilities provided that (a) such groups qualify, in FCBE's or its representative's sole discretion, to use the School Facilities under FCBE's policy governing use of School Facilities; (b) both FCBE and City deem the proposed activity to be an appropriate use of the School Facilities; (c) the use does not interfere in any way with the conduct of school activities, including but not limited to, after-school athletic and other extracurricular activities of whatever nature of any Fulton County School; (d) the use does not interfere in any way with the conduct of City's recreational activities; (e) the activity does not conflict with any previously scheduled activities of City or FCBE; (f) reasonable periods of rest are observed in order to maintain the quality of any turf located on any of the School Facilities, and (g) such non-City sponsored groups agree in writing to the following: (g.1.) provide supervisory and security personnel to properly maintain the order and discipline when the School Facilities are being used by such groups; (g.2.) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (g.3.) if applicable, secure and lock the exterior School Facilities upon the completion of each practice, game or other activity thereon; (g.4.) maintain the exterior or interior School Facilities during the period of use; and (g.5.) pay the required "usage" fees, if any, as referenced in Exhibit C. When non-City sponsored groups request the use of the School Facilities during the times when City has the first priority to use the School Facilities, City will use reasonable efforts to accommodate such requests and will be responsible for scheduling such activities, and City will promptly notify the Principal of the School on which such activities will occur of each such request. The Principal will coordinate such scheduling when non-City sponsored groups request to use the School Facilities during all times when City does not have the exclusive right to use the School Facilities. The principal shall use reasonable efforts to accommodate such request.

g. City shall (i) provide adequate supervisory and security personnel at each activity to properly maintain order and discipline when the School Facilities are being used by City; (ii) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (iii) if applicable, secure and lock the exterior School Facilities upon completion of each practice, game or other activity thereon; (iv) return School Facilities to original condition prior to its use; (v) City shall place trash cans and recycling bins on the exterior School Facilities where Principal deems appropriate; and (vi) City shall place porta potties on exterior School Facilities where Principal deems appropriate.

h. City shall keep all motorized vehicles off grassed areas and public parking shall be limited to designated areas only as directed by the Principal.

i. City's use of the School Facilities is expressly subject to and conditional upon City's compliance with Fulton County Board of Education Policy KG and Procedure KG, which Policy and Procedure are hereby incorporated into this Agreement as referenced in Exhibit D. In the event of any conflict between the terms of this Agreement and Policy KG and Procedure KG, the Policy and Procedure shall control.

j. No food or drink with the exception of water shall be allowed in the interior School Facilities.

2. **Term of Agreement.** This agreement shall be for a term commencing on the 1st day of September 2011 and ending on the 31st day of August 2012, provided that the Board of Education may cancel this agreement if City fails to timely remedy any non-compliance with this Agreement within thirty (30) days of written notice of FCBE's intention to cancel the Lease Agreement, notwithstanding the terms of Sections 9, 11 and 14(b) of this Agreement. Following expiration of the Lease, all permanent improvements made by the City will remain the property of FCBE.

The Intergovernmental Agreement shall not automatically renew. However, the City may notify FCBE at least ninety (90) days prior to the expiration of the term to request that the Intergovernmental Agreement be renewed for an additional one (1) year term. The Intergovernmental Agreement will only renew upon the written agreement of FCBE, which shall be in FCBE's sole discretion.

3. **Consideration and Expenses.** The parties agree that the mutual use of the School Facilities by the parties is the consideration for the entry into this Agreement by both parties and that **no rent** shall be payable for the use of the exterior School Facilities by the City. Rent shall be payable by the City for the use of the interior School Facilities.

The City shall pay for all usage fees associated for the use of any interior School Facilities. The usage fees shall be assessed on the basis of the Facility Use fee schedule, as referenced in Exhibit C. The City acknowledges from time to time on a periodic basis FCBE may change the Facility Use fee schedule which the City will abide to such changes.

In addition, if FCBE incurs direct costs or expenses (other than maintenance costs, which shall be governed by Section 5 below) solely as a result of the use of FCBE's School Facilities by the City (not including maintenance or utility expenses resulting from the reasonable use of such School Facilities) upon FCBE being made aware of such costs or expenses, FCBE shall notify the City of such costs or expense prior to the City's continued use of such School Facilities, and the City shall be required to reimburse FCBE for such costs or expenses within thirty (30) days of the request.

4. **Maintenance of School Facilities.**

a. In addition to the obligations contained in subsection 1.g. above, during the Academic Year, each party shall, at such party's expense, maintain the School Facilities in good condition and repair in relation to each party's use of the School Facilities, including without limitation the provision of routine custodial services and the repair and replacement of all equipment and improvements located on the School Facilities.

City agrees that it will maintain and repair the irrigation system for the Multipurpose Field at its own cost, and agrees to keep them in good working order and in compliance with all local codes. In addition, City shall pay for all water used for the irrigation system for the Multipurpose Field during the term of this Agreement and any renewal terms. If City shall tap into FCBE or Fulton County Government water line, City shall provide written notice of such tap and connection prior to making tap and connection. Payment shall be due within sixty (60) days of receipt of invoice based upon an estimate of annual water costs to be provided by FCBE or its designee with a final accounting (and payment or refund) once the actual cost has been determined.

Periodic inspections may be performed of the field improvement by FCBE or its agents or employees of the field improvements with any problems (and origin thereof, if

identifiable) to be reported to the offices of FCBE. FCBE shall provide notice to the City to make the appropriate repairs and / or corrections to the field.

City shall maintain, at City's sole expense, the Multipurpose Field in a good and safe condition. Maintenance shall include, but not be limited to, mowing the field on a routine basis, fertilizing, re-seeding, and making such improvements as may be necessary or reasonably requested by FCBE subject to those conditions noted in Paragraph 2.

As used herein, the term "routine custodial services" shall include without limitation, the collection of litter and debris from the School Facilities; following each use, removal of the contents of City's furnished trash receptacles and recycling bins; and following each use, removal of hazardous items from areas utilized or accessible to staff, students, or visitors. The City shall maintain an adequate level of sanitary supplies as mutually agreed upon by the City and Principal.

b. Notwithstanding the terms of subsection 4.a. above, during the Term of the Agreement, the City shall maintain the exterior School Facilities during the period of the Non-Academic Year. The City shall also maintain the interior School Facilities, in relation to its use of such School Facilities, during the Non-Academic Year.

c. City shall have no right to construct any improvements on the School Facilities owned by FCBE without FCBE's consent which consent may be withheld in FCBE's sole discretion. During the Term, the City shall not demolish any of the School Facilities located on FCBE's property without the consent of FCBE hereto, which consent shall not be unreasonably withheld, conditioned or delayed.

5. **Utilities.** The City shall pay all water and electricity charges for the maintenance of the exterior School Facilities. City shall pay for electricity charges for maintenance of exterior School Facilities. FCBE shall pay all water and electricity charges for the interior School Facilities.
6. **Insurance.** The City shall maintain a minimum of \$1 million commercial general liability (including bodily injury, property damage and fire legal liability) insurance with a \$2 million general aggregate, shall maintain a minimum of \$1 million automobile liability insurance (CSL), and provide statutory Workers Compensation coverage with a minimum Employers Liability of \$100,000 per accident, \$500,000 policy limit. Any third party using the School Facilities with the express, written consent of the City shall maintain a minimum of \$1 million commercial general liability (including bodily injury and property damage) and automobile liability insurance coverage, with minimum policy limit of \$1 million per occurrence (CSL), and name FCBE and City as additional insureds. For purposes of this Agreement, the phrase "third party using the School Facilities" shall mean an entity, group, or individual other than an agent, employee, or elected or appointed official of the City or the FCBE that receives written permission from the FCBE or City to use the School Facilities for a function, event or program in a manner substantively more intense than general public use, it being understood and agreed that 'use of the School Facilities' by the general public for general recreational purposes shall not require acquisition of the insurance referenced immediately above. Any third party performing building, construction, or public improvement projects on the School Facilities with the express written consent of FCBE shall be required to maintain a minimum of \$2 million commercial general liability (including bodily injury and property damage) insurance, shall maintain a minimum of \$1 million automobile liability insurance (CSL) naming both FBCE and City as additional insureds and provide statutory Workers

Compensation coverage with a minimum Employers Liability of \$100,000 per accident, \$500,000 policy limit. Any third party performing building, construction or public improvement projects on the School Facilities shall submit proof of insurance by submitting a certificate of insurance prior to performing such work.

7. **Liability.** City shall be responsible for the acts and omissions of City and its agents, contractors or employees. FCBE shall be responsible for the acts and omissions of FCBE and its agents, contractors, or employees. Any third party using the School Facilities shall be required to defend, indemnify and hold harmless FCBE and City and their agents and employees against all costs, damages, or claims, whether for personal injury or property damage, arising out of any act or omission of such third party in connection with its use of the School Facilities.
8. **Casualty.** If any of the School Facilities are damaged or destroyed during the Term of the Agreement by a casualty loss, FCBE may elect to rebuild or restore same to such School Facilities. If such damage or destruction is due to the acts or omission while in City's care, custody and control, then FCBE may elect to rebuild or restore the damaged or destroyed School Facilities subject to reimbursement by the City pursuant to the terms of Section 7 above.
9. **Condemnation.** In the event all or any portion of the School Property is condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then all condemnation awards or sales proceeds shall belong to the owner of such condemned or sold property, and this Agreement shall terminate as to such property on the date of such condemnation or sale. If a portion of the School Property that contains all of the School Facilities is so condemned or sold then this Agreement shall terminate on the date of such condemnation or sale.
10. **Liens.** No encumbrances, charges or liens against the School Facilities shall exist because of any action or inaction by either party or such party's independent contractors. Each party shall discharge by bond or otherwise within ten (10) days of notice of existence of any lien, encumbrance or other charge arising because of the actions of such party.
11. **Termination.**
 - (a) Either party shall have the right to terminate this Agreement without cause upon ninety (90) days prior written notice. FCBE shall have no obligation to compensate City, including any compensation for any value of any improvements, and all improvements made by City or on City's behalf shall remain with the School Facilities.
 - (b) In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall, in addition to all other rights and remedies available to such non-defaulting party at law or in equity, have the right to (i) provide written notice to the defaulting party of the intention to terminate this Agreement within thirty (30) days of the written notice if such default is not remedied within the thirty (30) days, or (ii) cure such default at the expense of the defaulting party. The defaulting party, within ten (10) days of the receipt of a statement for reimbursement, shall reimburse the other party for any amount paid and any expense or contractual liability so incurred. Notwithstanding the foregoing, if (i) such default is of such nature that it cannot reasonably be remedied within such thirty (30) day period, (ii) the defaulting party has commenced its efforts to remedy such default within such thirty (30) day period and is diligently and in good faith pursuing such efforts, and (iii) actually remedies such breach

within sixty (60) days from the date it first receives notice of default from the non-defaulting party, the non-defaulting party shall not have the right to terminate this Agreement.

12. **Expiration of Term.**

a. Upon the expiration of the Term of the Agreement, all fixed and permanent improvements upon the School Property shall remain the property of FCBE, free and clear of all liens and encumbrances. Either party may remove portable improvements made by such party. A listing of all portable improvements shall be prepared by such party and approved by the other party prior to the removal of said improvements. Except in connection with repairs or replacements, each party covenants not to destroy or remove any improvements constructed (other than portable improvements) or equipment placed upon the other party's property, pursuant to this Agreement or otherwise, without the written consent of the other party, which written consent may not be unreasonably withheld, conditioned, or delayed.

b. Upon the expiration of the Term, each party agrees to promptly vacate all parts of the other party's Property. All keys held by a party for the School Facilities located on the other party's Property shall be returned to the other party within a reasonable time.

13. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) certified mail, return receipt required or (ii) delivered personally, including by courier or expedited mail service, address as follows (or at such address as may be specified from time to time in writing):

If to FCBE: Superintendent
Fulton County Board of Education
786 Cleveland Avenue, S.W.
Atlanta, Georgia 30315

With a copy to: David Knotts, Land Agent
Fulton County Board of Education
5270 Northfield Boulevard
College Park, Georgia 30349

If to City: John McDonough
City Manager
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed notice has been given.

14. **Miscellaneous.**

a. This Agreement shall be construed as an intergovernmental contract, and no estate shall pass out of FCBE or City. Neither party shall, without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion, assign its interest in this Agreement or any interest hereunder. Consent to any

assignment shall not destroy this provision and any later assignments shall be made likewise only upon the prior written consent of the other party. Any assignee of either party, at the option of the party, shall become directly liable to the other party for all obligations of the assigning party hereunder, but no assignment by either party shall relieve such party of any liability hereunder to the other party.

b. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor, materials or financing, failure or lack of utilities, governmental laws and regulations, riots, insurrection, war, acts of God, inclement weather, or other causes beyond the reasonable control of either party ("Force Majeure"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.

c. NEITHER PARTY WILL ALLOW ALCOHOLIC BEVERAGES OR THE USE OF TOBACCO PRODUCTS ON THE SCHOOL FACILITIES OWNED BY THE OTHER PARTY AT ANY TIME DURING ITS USE OF THE SCHOOL FACILITIES OWNED BY THE OTHER PARTY.

d. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless attached hereto and signed by City and FCBE. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

e. Time is of the essence for each and every provision and stipulation of this Agreement.

f. Each party acknowledges that this Agreement has been freely negotiated by both parties, and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

g. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded, to such party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement except as may be specifically agreed in writing.

h. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

CITY OF SANDY SPRINGS

By: _____

Name: _____

Title: _____

Date: _____

Notary Public

FULTON COUNTY BOARD OF EDUCATION

By: _____

Name: Patrick Burke

Title: Chief of Operations

Date: _____

Notary Public

By: _____

Name: Robert M. Avossa, Ed.D.

Title: Superintendent

Date: _____

Notary Public

- Exhibit A.1
- Exhibit A.2
- Exhibit B
- Exhibit C
- Exhibit D



SANDY SPRINGS MIDDLE SCHOOL

8720 Coloned Drive NE, Atlanta GA 30320 Co 30022 (770) 552-4970
 Name on Working Drawing = Sandy Springs Replacement (Site EE)

Block All Numeric Room Numbers = GDOE Inventory Number
 Red Room Numbers = Current Numbers on Building & Wx Dg Numbers
 Green Room Numbers = GDOE Financed Instructional Units
 Light Blue Numbers = Area in Square Feet

SANDY SPRINGS MIDDLE SCHOOL
 PARCEL NO. 17790.01
 30 ACRES
 STAT. SCHOOL NO. 0620
 142,272 SQ. FT. (Cross Building Aerial)
 2,760 SQ. FT. (Canopy Area)

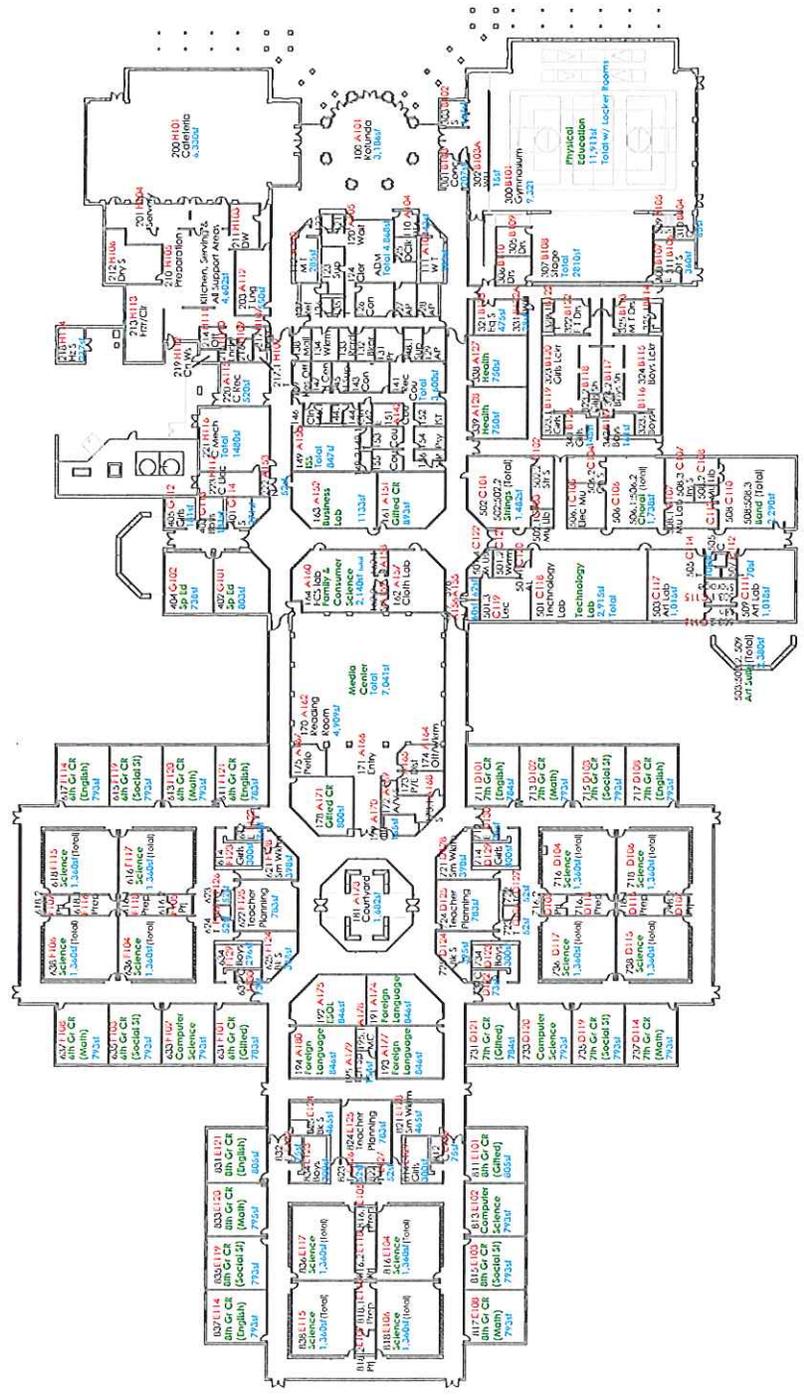
BLDG. YEAR: 2002
 SQ. FT.: 142,272
 LU: 36

PROGRAM	Original Program	2011-2015 LFP Program
English	7	6
Mathematics	7	6
Sciences	6	6
Art	2	12
Music	2	1
Foreign Language/ESOL	0	4
Computer Science	0	3
Technology Lab	1	1
Health	0	2
Physical Education	1	1
ES	1	2
Media Center	1	1
Gifted	0	5
SUBTOTAL	37	56
Locally Built Units	56	56
TOTAL GDOE IUS	56	56
Team Planning	1	3
Accounting	1	1
School Food Service	1	1

GDOE Minimum Required Areas (2010 Revisions)

Room	Area	Code
English 4th-8th CR	665f	665f
Mathematics 4th-8th CR	665f	665f
Social Studies 4th-8th CR	665f	665f
Science 4th-8th Labs	1,000f	1000f
Art	1,000f	1000f
Musical Arts	1,200f	1200f
Choral Music	1,200f	1200f
Physical Education	16,000f	16000f
Computer Science	750f	750f
Business Lab	1,170f	1170f
Technology Lab	1,030f	1030f
Health & Community Science	1,475f	1475f
Instructional Support	1,225f	1225f
Special Education	665f	665f

75 LU's = 1,200 FTE
 Media Center (for 75 LU's) = 4,000f
 Computer (1,200 2002) = 4,375f
 Total (4,000) = 8,375f



MAIN FLOOR PLAN
 SCALE: 1" = 60'

Exhibit A.2

Sandy Springs Charter MS

8750 Colonel Dr., Sandy Springs, GA 30350

Multipurpose Field and Track

Date: 4/8/2010

1993

33°59'46.95" N 84°20'22.37" W elev 972 ft

©2011 Google

Eye alt 2

GOO

2

Exhibit B

The City shall make the following improvements:

The City is not required to make any capital improvements.

If City so desires to make any said improvements, City shall submit three (3) sets of drawings which reflect the proposed improvements to FCBE for approval. No construction by the City shall commence until drawings are approved in writing by FCBE. As-builts shall be provided by the City following completion of construction of the improvements by the City.

Rules Governing Use of Facilities by Outside Organizations

Outside Organizations shall follow these additional rules governing use of school facilities

1. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
2. A school custodian, and/or other System employee as designated by the principal, must be present during the activity or event. School employees are not permitted to give their building keys to an outside organization.
3. General Liability Insurance in the amount of \$1 million (minimum) combined single limit coverage is required. \$500,000 (minimum) Auto Liability coverage is required. Worker's Compensation coverage is required, if applicable. A Certificate of Insurance must be provided at the time the contract is signed. Fulton County Board of Education must be listed as an "Additional Insured" on the policy.
4. Lease fees are to be paid in advance to the Rental Office, 5270 Northfield Boulevard, College Park, Georgia 30349. Check should be made payable to **FULTON COUNTY BOARD OF EDUCATION**. Facilities will not be available until payment and the proper documents are received by this office. Phone number (404) 765-7157; fax number (404) 305-2235.
5. Signs, banners, permits, etc., may not be erected on school property unless the permission of the Principal or designee is obtained in advance and only if such displays do not deface school property.
6. Adequate supervision, as approved by the Principal, must be present for activities involving children.
7. Parking is permitted only in designated areas.
8. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
9. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
10. Any use of a facility beyond the time specified in their use agreement is subject to additional fees charged in quarter hour increments.
11. All activities must be orderly and lawful, and must comply with all federal, state and local laws.
12. Use of lighted athletic fields must end by 10:00 p.m.
13. Overnight use (sleepovers) of school facilities is permitted only with the explicit permission of the Principal and written approval from the Fire Marshall.
14. Food and beverages are allowed inside of cafeteria only. Request for authorization must be made in the application and approved in the use agreement. The organization is responsible for cleanup for all areas used.
15. Alcohol, illegal drugs, weapons or explosives are not allowed in school facilities or on school property.
16. The use of tobacco products is prohibited in school facilities and on school property.
17. School facilities that are available for use by outside organizations are: PE buildings, media centers, parking lots, gymnasiums, cafeterias/cafeteria, kitchens (System cafeteria staff must be utilized), playing fields, athletic fields. Request to use auditoriums, theaters, concession facilities, media centers, conference rooms, and common areas will be considered on a case-by-case basis by the Rental Office, in consultation with the school Principal. Use of System personnel may be required at the Principal's option. Classrooms, laboratories and stadiums are available under special arrangement only, approved on a case-by-case basis.
18. Outside organizations may use tables and chairs if requested in advance. A set-up fee will be charged. Requests to use public address systems or audio visual equipment will be considered on a case by case basis by the Rental Office in consultation with the school principal. A fee will be charged and System personnel must be used. The following types of equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical or laboratory equipment.
19. Requests to use teaching museums, staff development centers or other System facilities will be considered on a case-by-case basis by the Rental Office, in consultation with the building supervisor.
20. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems, or to the structure or grounds of the facility.
21. Outside organizations may not sublease school facilities to other organizations or individuals, or transfer or assign their use agreement to anyone.
22. Individuals are not eligible to apply for use of school facilities.
23. School facilities shall not be used for anything other than use(s) approved in the Use Agreement.
24. The use of said areas shall not in any way interfere with school activities. Facilities will be left in as good condition as found.
25. When schools are closed because of inclement weather, all facilities use is canceled. The undersigned further agrees to pay all applicable fees at least three working days prior to use.

Revised 12/16/11

**FULTON COUNTY PUBLIC SCHOOLS
USE AGREEMENT/APPLICATION FOR USE OF SCHOOL FACILITIES**

Application must be filed in the Rental Office not less than 10 working days before intended use. All information must be furnished before the application can be processed. Fees must be paid three working days prior to scheduled event. Make check or money order payable to Fulton County Board of Education. Phone number - (404) 765-7157, fax number - (404) 305-2235

1. Name of Organization _____
2. Responsible Representative _____
 Print name of authorized agent/representative _____ Title _____
 Address _____
 Phone (W) _____ (H) _____ Fax _____
 Email Address _____
3. School Requested (name) _____ Type of Activity/Purpose _____
4. Date (s) and Time Requested _____ a.m. _____ p.m. UNTIL _____ a.m. _____ p.m.
 Areas to be Leased _____, _____, _____, _____, _____, _____
5. Number of persons expected to attend _____
6. Organization's Policy Number _____ Policy Limit (minimum \$1 million General Liability coverage) \$ _____
 Auto Liability Coverage (minimum \$500,000 coverage) \$ _____ Worker's Compensation, if applicable \$ _____
7. Do you want to charge an admission fee? If yes, in what amount? Adult \$ _____ Child \$ _____ Other \$ _____
 NOTE: Prior approval of Rental Office is required in order to charge admission.
8. Will this activity be a fundraiser? _____ If yes, must be section 501 C (3) tax exempt organization and must attach copy of IRS determination letter to application.
9. Do you want to serve refreshments? _____ NOTE: Prior approval of the Rental Office is required in order to serve refreshments. Food and beverages are not allowed in school buildings except in the cafeteria. A clean-up fee/deposit may be charged if food and/or beverages are served.
10. The Organization's Representative(s) has/have read and agrees to the facility use terms and conditions on the back of this agreement. Initial _____
11. Specifically for "AFTER SCHOOL ENRICHMENT PROGRAMS" - Custodial fees are waived between the hours of 2:30 p.m. and 6 p.m.

FEE SCHEDULE

OTHER				NOT - FOR - PROFIT YOUTH	
LEASED AREAS	Mark Leased Area with X	Minimum Fee (2 hours)	Hourly Rate above Minimum	Minimum Fee (2 hours)	Hourly Rate above Minimum
Gymnasium, Elementary School		\$32.00	\$16.00	\$16.00	\$8.00
Gymnasium, Middle School		\$46.00	\$23.00	\$24.00	\$12.00
Gymnasium, High School Auxiliary		\$32.00	\$16.00	\$16.00	\$8.00
Gymnasium, High School Main		\$62.00	\$31.00	\$32.00	\$16.00
PE Multi-Purpose Room		\$32.00	\$16.00	\$16.00	\$8.00
Cafeteria, Elementary		\$32.00	\$16.00	\$16.00	\$8.00
Cafeteria, Middle School		\$46.00	\$23.00	\$24.00	\$12.00
Cafeteria, High School		\$46.00	\$23.00	\$24.00	\$12.00
Kitchen(staff fee also required)		\$46.00	\$23.00	\$24.00	\$12.00
Theater/Auditorium		\$62.00	\$31.00	\$32.00	\$16.00
Media Center, Elementary School		\$32.00	\$16.00	\$16.00	\$8.00
Media Center, MS or HS		\$46.00	\$23.00	\$24.00	\$12.00
Classroom		\$16.00	\$8.00	\$8.00	\$4.00
Concession Stands		\$16.00	\$8.00	\$8.00	\$4.00
Non-Stadium Field, no light use		\$24.00	\$12.00	\$12.00	\$6.00
Non-Stadium Field Lighting adder		\$16.00	\$8.00	\$8.00	\$4.00
Stadium Field, no light use		\$32.00	\$16.00	\$16.00	\$8.00
Stadium Lighting adder		\$52.00	\$26.00	\$26.00	\$13.00
Track, Asphalt MS, ES		\$16.00	\$8.00	\$8.00	\$4.00
Track, High School		\$32.00	\$16.00	\$16.00	\$8.00
Tennis Court (per Court)		\$8.00	\$4.00	\$4.00	\$2.00
Parking Lot		\$16.00	\$8.00	\$8.00	\$4.00
Teaching Museum		\$62.00	\$31.00	\$32.00	\$16.00

STAFFING FEE (TO BE DETERMINED BY PRINCIPAL) - when additional staffing is necessary and/or required including setup and cleanup. To be Completed by School: Custodial Time required? Yes _____ No _____ Custodial Time = \$35 per hour (includes fringe benefits). Total Custodial Costs = Hours worked _____ x \$35/Hr = \$ _____ (Teacher/Coach) = \$28 per hour (includes fringe benefits). Technician (for Theatre) = \$28 per hour (includes fringe benefits). Security Personnel = \$40 per hour (includes fringe benefits).

ADDITIONAL CHARGES may be applicable (to be determined by the Rental Office in consultation with Principal on a case-by-case basis) such as deposit, extraordinary utility use, and maintenance charge.

School Bathroom Products utilized (paper towels, toilet tissue, soap, etc). Total Bathroom Products Fee \$ _____

CHARGE FOR USE: Facility Fees \$ _____ + Staffing Fees \$ _____ + Additional Charges \$ _____ = **TOTAL CHARGES \$ _____**

The undersigned agrees to abide by current FCBE Policy/Administrative Procedure KG (Use of School Facilities) and the requirements for users of school facilities listed above and on the reverse side of this application form. The undersigned shall be financially responsible for any and all claim of loss, injury or damage to person or property resulting from the organization's use of School property and shall indemnify the School Board and its employees and agents against any liability resulting from the organization's use of School Board property. The undersigned further agrees to pay all applicable fees at least three working days prior to use.

The undersigned hereby covenants and agrees to hold harmless as a result of any damage or injury to the school facilities and to indemnify FCBE against any liability whatsoever resulting from the use of the premises by the undersigned, whether servants or agents or independent contractors guest or otherwise. The undersigned does not intend to and does not hereby create any right of remedy in any third person.

Organization Representative's Signature _____ Date _____

Principal's Signature _____ Date _____

FULTON COUNTY BOARD OF EDUCATION

- Reason for Denial: (If Applicable)
 *Time Conflict _____
 *Unsatisfactory previous experience w/group _____
 *No employee available for security, custodial, etc. _____
 * Purpose use incompatible with facility _____

Rental Office/Land Management Coordinator _____ Date _____

Make check payable to Fulton County Board of Education in the amount of \$ _____ per (check one) _____ Day; _____ Week; _____ Month; _____ Year

Exhibit D

District Policy

Book: District Policy
Section: K - General Public Relations
Title: Use of School Facilities
Number: KG
Status: Active
Legal: O.C.G.A., 20-2-520, Op. Att'y Gen. 1945-47, p. 206; 1963-1965, p. 401; 1960-61, p. 172, 1958-59, p. 98
Adopted: 07/01/1986
Last Revised: 11/21/2008
Last Reviewed: 05/21/2009

Policy Detail

The primary purpose of our school facilities is to provide a suitable setting in which to educate the students of Fulton County. Therefore, a school's curricular and extracurricular needs and other school-sponsored activities, as determined by the principal, shall have first priority for the use of school facilities. School-related support groups, such as PTAs, booster clubs, employee organizations, etc., shall have second priority.

At the same time, the Board of Education recognizes that school facilities represent a significant investment on the part of the District's residents. Therefore, the Board encourages community use of school facilities when such use will not interfere with the School System's educational mission.

The following outside organizations shall be eligible to apply for use of school facilities: (1) business partners of the System's schools; (2) non-profit organizations that are based in the District and whose members are mostly District residents; (3) governmental agencies located in the District or serving District residents; (4) businesses located in the District, but only for non-commercial, community oriented purposes ; and (5) organizations that are currently approved by the Georgia State Board of Education to serve as Supplemental Educational Services providers to System students and are currently under contract with the System to provide Supplemental Educational Services to eligible System students, but only for the purpose of providing Supplemental Educational Services to eligible System students. Individuals are not eligible to apply for use of school facilities.

The facilities department shall process applications and administer requests for use of school facilities by outside organizations. Any use of school facilities by outside organizations must be consistent with the Board's policies and administrative procedures, must not involve unlawful conduct, and must be acceptable to the principal.

To comply with Georgia law, the Superintendent or designee shall establish a fee schedule that enables the System to recoup the costs involved in the use of school facilities by outside organizations.

Use of school facilities shall not be denied on the basis of an organization's religious, political or philosophical views or expressive activity. Organizations granted permission to use school facilities shall not unlawfully restrict participation in the activity or event because of an individual's race, religion, sex, creed, national origin or disability.

Cross References: KG – Use Of School Facilities Procedure

District Procedure

Book: District Procedure
 Section: K - General Public Relations
 Title: Use of School Facilities
 Number: KG
 Status: Active
 Legal: O.C.G.A., 20-2-520, Op. Att'y Gen. 1945-47, p. 206; 1963-65, p. 401; 1960-61, p. 172; 1958-59, p. 98
 Adopted: 07/01/1986
 Last Revised: 05/21/2009
 Last Reviewed: 05/21/2009

Policy Detail

As used in this administrative procedure. "School facilities" means buildings, grounds, athletic facilities, fields and parking lots at a System school or other System site.

A. Allowable Uses of School Facilities**1. School-Sponsored Activities**

"School-sponsored activities" means a school's curricular and extracurricular programs and any other activity undertaken by and in the name of the school. The primary purpose of our school facilities is to provide a suitable setting in which to educate Fulton County students. Therefore, school-sponsored activities shall always take priority over any other use of school facilities. Other groups may be denied use of school facilities or have their permission for use revoked when the principal concludes that the group's use would interfere with school-sponsored activities. The school principal is responsible for approving and scheduling school-sponsored activities.

2. School-Related Support Groups and Employee Organizations

"School-related support groups" means organizations devoted exclusively to the support of the school and school-sponsored activities, such as PTAs, booster clubs, etc. "Employee organizations" means recognized professional or employee organizations whose membership is limited to Fulton County School System personnel.

School-related support groups and employee organizations make significant contributions to our students and our schools. Therefore, they have second priority for the use of school facilities.

All meetings or other activities of school-related support groups or employee organizations must be approved in advance by the school principal. School-related support groups and employee organizations are not required to apply to the facilities department or pay a fee for meetings and non-fundraising activities that have the principal's advance approval.

3. System-sponsored Activities

In order to be accessible to all areas of the community, schools are occasionally requested to host school system events. Schools will be reimbursed for expenses associated with such events.

4. Outside Organizations

"Outside organizations" means those organizations other than the System's schools, school-related support groups and employee organizations that are eligible under Board policy to request use of school facilities. These organizations are: (1) business partners of the System's schools as defined in Item 5; (2) non-profit organizations that are based in the System and whose members are mostly System residents; (e.g. recreational sports organizations including developmental teams) (3) governmental agencies located in the System or serving residents; (4) businesses located in the System, but only for non-commercial, community oriented purposes; and (5) organizations that are currently approved by the Georgia State Board of Education to serve as Supplemental Educational Services providers to System students and are currently under contract with the System to provide Supplemental Educational Services to eligible System students, but only for the purpose of providing Supplemental Educational Services to eligible System students.

Outside organizations are welcome to use school facilities when such use is consistent with the Board's policies and administrative procedures and does not interfere with the activities of our schools or school-related support groups, as determined by the principal. Outside youth organizations or groups whose members are mostly students who reside in the System shall have first priority (over other outside organizations) for use of school facilities. Outside organizations should apply through the facilities services department. Business partners should obtain approval of the school principal prior to submitting an application to the facilities services department. Outside organizations seeking a one-time use of school facilities may not reserve a school facility more than three months in advance.

5. Business Partners

"Business partners" means businesses, agencies, colleges, hospitals, non-profit, scout troops, civic, social and other organizations that enter into a support relationship with one or more Fulton County schools that is beneficial to the System. The School System values its relationship with its business partners and encourages other organizations to show their support of public education by becoming business partners of our schools. Business partnerships must be formalized through a partnership agreement that must be on file with the communications department and must be consistent with established partnership guidelines.

A school and its business partner(s) may cooperate in sponsoring activities that benefit the school and its students. Although these activities are school-sponsored they still require approval from the facilities services department when they involve

use of school facilities.

When a business partner requests use of school facilities, the business partner must submit an application to the facilities services department for approval in the manner described below. The application must include the signature of the school principal. Depending on the intended use, the business partner may be allowed to use the facility at a reduced fee, to be determined by the facilities services department.

6. Governmental Agencies

Governmental agencies wishing to establish an inter-governmental agreement involving shared resources which will be of benefit to Fulton County residents should submit their proposal to the Superintendent. Proposals approved by the Superintendent will be recommended to the Board with a summary of the proposed terms. Examples of programs that would benefit residents include sports activities, summer camp, senior citizen activities and educational programs. In reviewing proposals, priority will be given to programs for youth.

Governmental agencies wishing to use school facilities for other purposes should apply through the facilities services department. If the Governmental Agency provides goods, services, facilities, and equipment that are beneficial to Fulton County Schools, the governmental agency may be exempt from payment of some or all of the customary fees.

B. Applying for Use of School Facilities

With the exception of Governmental agencies wishing to establish inter-governmental agreements involving shared resources, outside organizations wishing to use school facilities must apply to the facilities services department at least ten (10) business days prior to the requested use date. Application forms may be obtained at the school or the facilities services department website. The application must be signed by the representative of the organization who will be responsible for the activity or event. Applications from business partners must include the signature of the school principal. In all other cases, the facilities service department shall consult with the principal or building supervisor about the requested use before approving or denying an application.

Requests to use teaching museums, professional learning centers or other System facilities will be considered on a case by case basis by the facilities services department, in consultation with the building supervisor.

The following factors will be considered in reviewing an application:

1. the type of activity or event;
2. its potential impact on the facility;

3. the duration and frequency of the activity or event;
4. the availability of adequate System personnel to oversee the facility during the activity or event;
5. the number of participants expected;
6. safety and security concerns;
7. previous experience with the organization;
8. potential interference with other activities at the facility;
9. the need for a rest period for the facility or grounds; and
10. other needs or interests of the school or the System.

If an outside organization wants to charge an admission fee, they must state the amount of the fee in the application and obtain prior approval, which will be reflected in the use agreement.

C. Use Agreement

1. If the outside organization's application is approved, an authorized representative of the organization must sign a use agreement before any preparations or activities may take place at the school facility.
2. The use agreement must state that at least one authorized representative of the organization will be present during the activity or event.
3. The organization must agree to indemnify the System for any claim of loss, injury or damage resulting from the organization's use of the school facility.
4. Except for use agreements involving substantial improvements to school property (see item L), the maximum term of a use agreement is one year.

D. Renewal of Use Agreement

Renewal requests must be submitted to the facilities department at least ten (10) business days prior to the expiration of the use agreement. Renewal is not automatic. The same factors that apply to an initial application will be considered in connection with a request for renewal. In addition, any violations of a previous use agreement or other problems with the organization will be taken into consideration.

E. Cancellation of Use Agreement

The System reserves the right to deny an outside organization's application or cancel

the organization's use agreement when it deems such action to be in the best interest of the System or a school. The outside organization is responsible for providing timely notification to its members or other participants of a cancellation. When schools are closed because of hazardous weather or other emergencies, all use of school facilities is canceled.

F. Fees for Outside Organizations

1. To comply with Georgia law, outside organizations must pay all costs resulting from their use of school facilities, including utilities, security, supervision, clean-up, maintenance, depreciation, overtime and any other costs to the System. Anticipated excessive demands on utilities must be disclosed on the application so that an appropriate fee can be charged. The fee schedule can be obtained from the facilities department. Fees may be changed from time to time to reflect current costs.
2. If fees are not paid in full at least three (3) business days in advance of the activity or event, permission to use the school facility may be withdrawn or a ten (10) percent penalty fee may be added.
3. Payment should be made to the [facilities department]. At the discretion of the facilities department, payment may be requested in the form of a cashier's check or money order.
4. A clean-up fee will be assessed if the organization does not leave the facility and grounds clean.
5. The facilities department, in consultation with the principal may require the organization to pay for or to provide police protection or security personnel.
6. Fees paid for the use of school facilities must be posted to a System account, not an individual school account. Schools will be reimbursed for any costs paid from the local school budget and 25% of the remaining fee collected.
7. If an activity is canceled at least two business days in advance of the activity or event, any prepaid user fee will be refunded, less any costs the System has incurred.

G. Insurance

In order to protect the School System, outside organizations are required to obtain liability insurance covering the event or activity.

H. Deposits

1. At the discretion of the facilities department, outside organizations may be required to pay a deposit for activities involving large groups or activities that may result in damage to school property. Failure to pay a required deposit may result in

the cancellation of the use agreement.

2. If school facilities are used on an ongoing basis (monthly, weekly, etc.), a deposit of not less than one month's fee may be required in advance along with the fee for the first month. The deposit will be held by the facilities department and will be returned at the end of the approved use period, less any deductions for damage, unpaid fees or other costs resulting from the use.

I. Fundraising by Outside Organizations

1. The only outside organizations that may conduct fund-raising activities at school facilities are non-profit organizations recognized as tax-exempt under section 501(c)(3).

2. Tax-exempt organizations must provide a copy of their IRS determination letter and establish their legitimacy to the satisfaction of the facilities-department before any fundraiser will be allowed.

3. Outside organizations may not use school facilities for any fund-raiser that includes gambling or games of chance.

J. Concessions

Arrangements for the sale of concessions by outside organizations must be made through the local school principal.

K. Political Meetings

"Town hall meetings" and political forums held on school property must comply with Board policy and administrative procedure KIA - "Political Campaign Activities" in addition to this procedure.

L. Use of Athletic Fields or Facilities

Prior to approval of a use agreement allowing repeated use of an athletic field or facility by an outside organization, the Area Superintendent must sign the agreement indicating that all principals in the school's feeder pattern approve the request. Athletic fields may be subject to a use agreement of up to five years when the requesting organization expends substantial resources to improve the field. Examples include installing lights, irrigation systems or scoreboards. The arrangement will be reviewed periodically and discontinued if the school's athletic facilities are being harmed.

At least 60 days in advance of the spring, fall and summer athletic programs, athletic directors from each high school and the school system will determine the needs for athletic fields and facilities. Contracts with outside organizations will be reviewed in light of these needs.

M. Additional Rules Governing Use of School Facilities by Outside Organizations

Outside organizations shall follow these additional rules governing use of school facilities.

1. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
2. A school custodian and/or other System employee, as designated by the principal, must be present during the activity or event. School employees are not permitted to give their building keys to an outside organization.
3. Signs, banners, pennants, etc. may not be erected on school property unless the permission of the principal or designee is obtained in advance and only if such displays do not deface school property.
4. Adequate supervision, as approved by the facilities department in consultation with the principal, must be present for activities involving children.
5. Parking is permitted only in designated parking areas.
6. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
7. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
8. Any use of a facility beyond the time specified in their use agreement is subject to additional fees charged in quarter hour increments.
9. All activities must be orderly and lawful and must comply with all federal, state and local laws.
10. Use of lighted athletic fields must end by 10:00 p.m.
11. Overnight use of school facilities is permitted only with the explicit written permission of the principal and if it is allowable under local fire codes.
12. Food and beverages are allowed inside school buildings only if requested in the application and approved in the use agreement. The organization is responsible for clean-up of all areas used.
13. Alcohol, illegal drugs, weapons or explosives are not allowed in school facilities or on school property.
14. The use of tobacco products is prohibited in school facilities and on school property.

15. School facilities that are available for use by outside organizations are: gymnasiums, cafeterias/cafeteriums, kitchens (provided System cafeteria staff is used with the approved use of kitchen equipment), playing fields and athletic fields. Requests to use auditoriums, theaters, concession facilities, media centers, conference rooms and common areas will be considered on a case by case basis by the facilities department, in consultation with the school principal. The school principal may use his/her discretion to determine whether classrooms may be used by outside organizations during the school day.

16. Outside organizations may use tables and chairs if requested in advance. A set-up fee will be charged. Requests to use public address systems or audio visual equipment will be considered on a case by case basis by the facilities department, in consultation with the school principal. A fee will be charged and System personnel must be used. The following types of System equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical or laboratory equipment.

17. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems or to the structure or grounds of the facility.

18. Outside organizations may not sublease school facilities to other organizations or individuals or transfer or assign their use agreement to anyone.

19. Individuals are not eligible to apply for use of school facilities.

20. School facilities shall not be used for anything other than the use(s) approved in the use agreement.

Cross References: [KG – Use Of School Facilities Policy Link to Policy](#)



BOARD OF EDUCATION
Linda Schultz, *President*
Linda P. Bryant, *Vice President*
Julia C. Bernath • Gail Dean • Catherine Maddox
Linda McCain • Katie Reeves
Robert M. Avossa, Ed.D., *Superintendent*

Woodland Charter Elementary School

INTERGOVERNMENTAL AGREEMENT

THIS LEASE AGREEMENT (the "Agreement"), made and entered into as of this 1st day of September, 2011, by and between the **CITY OF SANDY SPRINGS**, a municipal corporation of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "City") and the **FULTON COUNTY BOARD OF EDUCATION**, a political subdivision of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as "FCBE").

Background Information

- A. FCBE owns certain real property located at 1130 Spalding Drive, Sandy Springs, Georgia, 30354 (the "Elementary School Property"), on which Woodland Elementary School (the "Elementary School") is located. The Elementary School Property is hereinafter referred to as the "School Property." The Elementary School is also referred to herein as a "School."
- B. The Gymnasium (interior School Facilities) (recognized as the "Elementary School Facilities") are located on the Elementary School Property. The Elementary School Facilities hereinafter referred to as the "School Facilities," as identified on Exhibit A.
- C. FCBE and City desire to enter into this Agreement to provide for the joint use of the School Facilities by FCBE and City.

Agreement

Now, therefore, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and FCBE hereby agree as follows:

1. **Use of School Facilities by City.** FCBE hereby grants the City the right to use the School Facilities on the following terms and conditions:
 - a. FCBE expressly reserves priority to use the interior School Facilities for school activities, including extracurricular activities, from 7:00 a.m. until 6:30 p.m., Monday through Friday, during each Academic Year and FCBE reserves priority to use the exterior School Facilities for school activities, including extracurricular activities, from 7:00 a.m. until 5:30 p.m., Monday through Friday, during each Academic Year and during the Term of the Agreement. FCBE and City expressly agree that during such

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LAND MANAGEMENT

times, the School Facilities may be used for the activities of any Fulton County School. As used herein, the term "Academic Year" shall be defined by FCBE on an annual basis as requested.

b. City shall have no right to use the School Facilities during Regular School Hours unless the principal (the "Principal") of the School on which such School Facilities are located or his or her designee consents to such use in such Principal's sole and absolute discretion. As used herein, the term "Regular School Hours" shall mean the periods from 7:00 a.m. through 4:00 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement.

c. City may request the use of the interior School Facilities after Regular School Hours when FCBE has priority to use such interior School Facilities (i.e., from 4:00 p.m. until 6:30 p.m., Monday through Friday, throughout each Academic Year during the Term of the Agreement) by notifying the Principal of the School on which such School Facilities are located in writing not less than one week prior to the date City desires to use such School Facilities. Such Principal shall use reasonable efforts to accommodate such request.

d. During each Academic Year, City shall have first priority use Monday through Friday 6:30 p.m. until 8:30 p.m. for the interior School Facilities. The City shall have first priority use of the School Facilities Saturdays from 9:00 a.m. until 5:00 p.m., and Sundays from 12:00 p.m. until 5:00 p.m. City shall also have first priority use of the School Facilities during the Non-Academic Year, defined as the time between the end of each Academic Year and the beginning of the next Academic Year. Notwithstanding, the City acknowledges as a result of or due to any emergency, evacuation and/or any other unexpected event, activity and/or occurrence, the Principal shall have first priority superseding any scheduled or non-scheduled City or third party activity and or event during either the Academic school year or Non-academic School Year.

The times for use of the School Facilities during the Non-Academic Year shall be the same as times for use during the Academic Year. The City may request additional time for the use of the School Facilities during the Non-Academic Year through the School's Principal. The Principal shall use reasonable efforts to accommodate such request. The City may enter onto the Playing Field thirty minutes prior for setup.

The City shall pay the rental charge on an hourly basis pursuant to the Facility Use Fee Schedule referenced in Exhibit C for the use of the interior School Facilities.

Notwithstanding, City acknowledges that the Principal may schedule special events to be held during the Academic Year and Non-Academic Year while City has first priority use, whereas City will accommodate such scheduled events as long as proper notice of 30 days is given by the Principal to the City.

e. Notwithstanding subsection 1.d. above, FCBE may request the use of the School Facilities during times when City has first priority to use such School Facilities as described above by notifying City in writing not less than one week prior to the date FCBE desires such School Facilities. City shall use reasonable efforts to accommodate such requests. FCBE and City expressly agree that during such times, the School Facilities may be used for the activities of any Fulton County School.

f. City and FCBE acknowledge that non-City sponsored groups may, from time to time, request the use of the School Facilities or have the right to request the use of the School Facilities. Such groups may be permitted to use the School Facilities provided that (a) such groups qualify, in FCBE's or its representative's sole discretion, to use the School Facilities under FCBE's policy governing use of School Facilities; (b) both FCBE and City deem the proposed activity to be an appropriate use of the School Facilities; (c) the use does not interfere in any way with the conduct of school activities, including but not limited to, after-school athletic and other extracurricular activities of whatever nature of any Fulton County School; (d) the use does not interfere in any way with the conduct of City's recreational activities; (e) the activity does not conflict with any previously scheduled activities of City or FCBE; (f) reasonable periods of rest are observed in order to maintain the quality of any turf located on any of the School Facilities, and (g) such non-City sponsored groups agree in writing to the following: (g.1.) provide supervisory and security personnel to properly maintain the order and discipline when the School Facilities are being used by such groups; (g.2.) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (g.3.) if applicable, secure and lock the exterior School Facilities upon the completion of each practice, game or other activity thereon; (g.4.) maintain the exterior or interior School Facilities during the period of use; and (g.5.) pay the required "usage" fees, if any, as referenced in Exhibit C. When non-City sponsored groups request the use of the School Facilities during the times when City has the first priority to use the School Facilities, City will use reasonable efforts to accommodate such requests and will be responsible for scheduling such activities, and City will promptly notify the Principal of the School on which such activities will occur of each such request. The Principal will coordinate such scheduling when non-City sponsored groups request to use the School Facilities during all times when City does not have the exclusive right to use the School Facilities. The principal shall use reasonable efforts to accommodate such request.

g. City shall (i) provide adequate supervisory and security personnel at each activity to properly maintain order and discipline when the School Facilities are being used by City; (ii) vacate the School Facilities and remove refuse promptly after each practice, game or other activity thereon; (iii) if applicable, secure and lock the exterior School Facilities upon completion of each practice, game or other activity thereon; (iv) return School Facilities to original condition prior to its use; (v) City shall place trash cans and recycling bins where Principal deems appropriate.

h. City shall keep all motorized vehicles off grassed areas and public parking shall be limited to designated areas only as directed by the Principal.

i. City's use of the School Facilities is expressly subject to and conditional upon City's compliance with Fulton County Board of Education Policy KG and Procedure KG, which Policy and Procedure are hereby incorporated into this Agreement as referenced in Exhibit D. In the event of any conflict between the terms of this Agreement and Policy KG and Procedure KG, the Policy and Procedure shall control.

j. No food or drink with the exception of water shall be allowed in the interior School Facilities.

2. **Term of Agreement.** This agreement shall be for a term commencing on the 1st day of September 2011, and ending on the 31st day of August 2012, provided that the Board of Education may cancel this agreement if City fails to timely remedy any non-compliance with this Agreement within thirty days of written notice of FCBE's intention to cancel the

Lease Agreement, notwithstanding the terms of Sections 9, 11 and 14(b) of this Agreement. Following expiration of the Lease, all permanent improvements made by the City will remain the property of FCBE.

The Intergovernmental Agreement shall not automatically renew. However, the City may notify FCBE at least ninety (90) days prior to the expiration of the term to request that the Intergovernmental Agreement be renewed for an additional one (1) year term. The Intergovernmental Agreement will only renew upon the written agreement of FCBE, which shall be in FCBE's sole discretion.

3. **Consideration and Expenses.**

The City shall pay for all usage fees associated for the use of any interior School Facilities. The usage fees shall be assessed on the basis of the Facility Use fee schedule, as referenced in Exhibit C. The City acknowledges from time to time on a periodic basis FCBE may change the Facility Use fee schedule which the City will abide to such changes.

In addition, if FCBE incurs direct costs or expenses (other than maintenance costs, which shall be governed by Section 5 below) solely as a result of the use of FCBE's School Facilities by the City upon FCBE being made aware of such costs or expenses, FCBE shall notify the City of such costs or expense prior to the City's continued use of such School Facilities, and the City shall be required to reimburse FCBE for such costs or expenses within thirty (30) days of the request.

4. **Maintenance of School Facilities.**

a. In addition to the obligations contained in subsection 1.g. above, during the Academic Year, each party shall, at such party's expense, maintain the School Facilities in good condition and repair in relation to each party's use of the School Facilities, including without limitation the provision of routine custodial services and the repair and replacement of equipment and improvements located on the School Facilities.

Periodic inspections may be performed by FCBE or its agents or employees of the field. Any problems (and origin thereof, if identifiable) are to be reported to the offices of the FCBE. FCBE shall provide notice to the City to make the appropriate repairs and / or corrections.

As used herein, the term "routine custodial services" shall include without limitation, the collection of litter and debris from the School Facilities; following each use, removal of the contents of City's furnished trash receptacles and recycling bins; and following each use, removal of hazardous items from areas utilized or accessible to staff, students, or visitors. The City shall maintain an adequate level of sanitary supplies as mutually agreed upon by the City and Principal.

b. City shall have no right to construct any improvements on the School Facilities owned by FCBE without FCBE's consent which consent may be withheld in FCBE's sole discretion. During the Term, the City shall not demolish any of the School Facilities located on FCBE's property without the consent of FCBE hereto, which consent shall not be unreasonably withheld, conditioned or delayed.

5. **Utilities.** FCBE shall pay all water and electricity charges for the interior School Facilities.

6. **Insurance.** The City shall maintain a minimum of \$1 million commercial general liability (including bodily injury, property damage and fire legal liability) insurance with a \$2 million general aggregate, shall maintain a minimum of \$1 million automobile liability insurance (CSL), and provide statutory Workers Compensation coverage with a minimum Employers Liability of \$100,000 per accident, \$500,000 policy limit. Any third party using the School Facilities with the express, written consent of the City shall maintain a minimum of \$1 million commercial general liability (including bodily injury and property damage) and automobile liability insurance coverage, with minimum policy limit of \$1 million per occurrence (CSL), and name FCBE and City as additional insureds. For purposes of this Agreement, the phrase "third party using the School Facilities" shall mean an entity, group, or individual other than an agent, employee, or elected or appointed official of the City or the FCBE that receives written permission from the FCBE or City to use the School Facilities for a function, event or program in a manner substantively more intense than general public use, it being understood and agreed that 'use of the School Facilities' by the general public for general recreational purposes shall not require acquisition of the insurance referenced immediately above. Any third party performing building, construction, or public improvement projects on the School Facilities with the express written consent of FCBE shall be required to maintain a minimum of \$2 million commercial general liability (including bodily injury and property damage) insurance, shall maintain a minimum of \$1 million automobile liability insurance (CSL) naming both FCBE and City as additional insureds and provide statutory Workers Compensation coverage with a minimum Employers Liability of \$100,000 per accident, \$500,000 policy limit. Any third party performing building, construction or public improvement projects on the School Facilities shall submit proof of insurance by submitting a certificate of insurance prior to performing such work.
7. **Liability.** City shall be responsible for the acts and omissions of City and its agents, contractors or employees. FCBE shall be responsible for the acts and omissions of FCBE and its agents, contractors, or employees. Any third party using the School Facilities shall be required to defend, indemnify and hold harmless FCBE and City and their agents and employees against all costs, damages, or claims, whether for personal injury or property damage, arising out of any act or omission of such third party in connection with its use of the School Facilities.
8. **Casualty.** If any of the School Facilities are damaged or destroyed during the Term of the Agreement by a casualty loss, FCBE may elect to rebuild or restore same to such School Facilities. If such damage or destruction is due to the acts or omission while in City's care, custody and control, then FCBE may elect to rebuild or restore the damaged or destroyed School Facilities subject to reimbursement by the City pursuant to the terms of Section 7 above.
9. **Condemnation.** In the event all or any portion of the School Property is condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then all condemnation awards or sales proceeds shall belong to the owner of such condemned or sold property, and this Agreement shall terminate as to such property on the date of such condemnation or sale. If a portion of the School Property that contains all of the School Facilities is so condemned or sold then this Agreement shall terminate on the date of such condemnation or sale.
10. **Liens.** No encumbrances, charges or liens against the School Facilities shall exist because of any action or inaction by either party or such party's independent contractors. Each party shall discharge by bond or otherwise within ten (10) days of

notice of existence of any lien, encumbrance or other charge arising because of the actions of such party.

11. **Termination.**

(a) Either party shall have the right to terminate this Agreement without cause upon ninety (90) days prior written notice. FCBE shall have no obligation to compensate City, including any compensation for any value of any improvements, and all improvements made by City or on City's behalf shall remain with the School Facilities.

(b) In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall, in addition to all other rights and remedies available to such non-defaulting party at law or in equity, have the right to (i) provide written notice to the defaulting party of the intention to terminate this Agreement within (30) days of the written notice if such default is not remedied within the 30 days, or (ii) cure such default at the expense of the defaulting party. The defaulting party, within ten (10) days of the receipt of a statement for reimbursement, shall reimburse the other party for any amount paid and any expense or contractual liability so incurred. Notwithstanding the foregoing, if (i) such default is of such nature that it cannot reasonably be remedied within such thirty (30) day period, (ii) the defaulting party has commenced its efforts to remedy such default within such thirty (30) day period and is diligently and in good faith pursuing such efforts, and (iii) actually remedies such breach within sixty (60) days from the date it first receives notice of default from the non-defaulting party, the non-defaulting party shall not have the right to terminate this Agreement.

12. **Expiration of Term.**

a. Upon the expiration of the Term of the Agreement, all fixed and permanent improvements upon the School Property shall remain the property of FCBE, free and clear of all liens and encumbrances. Either party may remove portable improvements made by such party. A listing of all portable improvements shall be prepared by such party and approved by the other party prior to the removal of said improvements. Except in connection with repairs or replacements, each party covenants not to destroy or remove any improvements constructed (other than portable improvements) or equipment placed upon the other party's property, pursuant to this Agreement or otherwise, without the written consent of the other party, which written consent may not be unreasonably withheld, conditioned, or delayed.

b. Upon the expiration of the Term, each party agrees to promptly vacate all parts of the other party's Property. All keys held by a party for the School Facilities located on the other party's Property shall be returned to the other party within a reasonable time.

13. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) certified mail, return receipt required or (ii) delivered personally, including by courier or expedited mail service, address as follows (or at such address as may be specified from time to time in writing):

If to FCBE: Superintendent
Fulton County Board of Education
786 Cleveland Avenue, S.W.
Atlanta, Georgia 30315

With a copy to: David Knotts, Land Agent
Fulton County Board of Education
5270 Northfield Boulevard
College Park, Georgia 30349

If to City: John McDonough
City Manager
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350

All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed notice has been given.

14. **Miscellaneous.**

a. This Agreement shall be construed as an intergovernmental contract, and no estate shall pass out of FCBE or City. Neither party shall, without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion, assign its interest in this Agreement or any interest hereunder. Consent to any assignment shall not destroy this provision and any later assignments shall be made likewise only upon the prior written consent of the other party. Any assignee of either party, at the option of the party, shall become directly liable to the other party for all obligations of the assigning party hereunder, but no assignment by either party shall relieve such party of any liability hereunder to the other party.

b. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor, materials or financing, failure or lack of utilities, governmental laws and regulations, riots, insurrection, war, acts of God, inclement weather, or other causes beyond the reasonable control of either party ("Force Majeure"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.

c. NEITHER PARTY WILL ALLOW ALCOHOLIC BEVERAGES OR THE USE OF TOBACCO PRODUCTS ON THE SCHOOL FACILITIES OWNED BY THE OTHER PARTY AT ANY TIME DURING ITS USE OF THE SCHOOL FACILITIES OWNED BY THE OTHER PARTY.

d. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless attached hereto and signed by City and FCBE. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

e. Time is of the essence for each and every provision and stipulation of this Agreement.

f. Each party acknowledges that this Agreement has been freely negotiated by both parties, and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

g. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded, to such party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement except as may be specifically agreed in writing.

h. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

CITY OF SANDY SPRINGS

By: _____

Name: _____

Title: _____

Date: _____

Notary Public

FULTON COUNTY BOARD OF EDUCATION

By: _____

Name: Patrick Burke
Title: Chief of Operations

Notary Public

By: _____

Name: Robert M. Avossa, Ed.D
Title: Superintendent

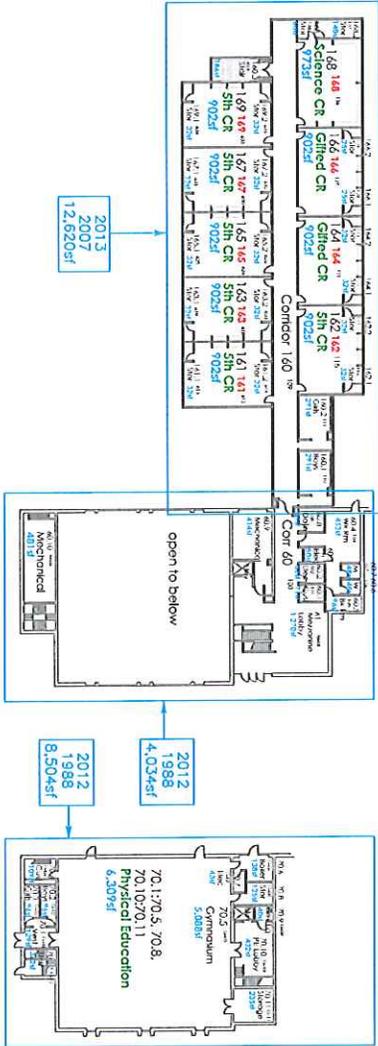
Notary Public

- Exhibit A.
- Exhibit B
- Exhibit C
- Exhibit D

Exhibit A

LOWER FLOOR PLAN

 SCALE: 1" = 50'



WOODLAND CHARTER

ELEMENTARY SCHOOL

Large Block All Numeric Room Numbers = GDOE Inventory

 Small Block Room Numbers = Working Drawing Numbers

 Red Room Numbers = Current Numbers on Building

 Green Room Names = GDOE Financed Instructional Units

 Light Blue Numbers = Area In Square Feet

BLDG.	YEAR	INT.S.F.	EXT.S.F.	TOT.
2010	1971	37,948	39,551	13
2011	1973	33,973	34,318	20
2012	1988	33,615	20,076	14
2013	2007	25,240	12,670	18
TOTAL		129,776	106,565	65

WOODLAND ELEMENTARY SCHOOL

 PARCEL NO. 1220

 20.00 ACRES

 STATE SCHOOL No. 1607

 129,776.5sq. Ft.

PROGRAM Original LFP 2002 2011-2015 LFP

Room	Page	Room	Page
Kindergarten / Presk	7	6	13
1st Grade	6	4	9
2nd Grade	6	4	7
3rd Grade	6	3	7
4th Grade	5	2	6
5th Grade	5	7	6
Art	1	1	1
Music	1	2	1
Physical Education	1	1	2
Computer Lab	1	1	1
Special Education	2	10	6
Media Center	1	1	1
Other		1	2
ENCL.		1	0
Gifted		1	0
Foreign Language		1	1
Science Lab		1	1
SUBTOTAL	42	49	65
Unaccounted Units	5	49	65
TOTAL GDOE U's	47	1	1
Administrative	1	1	1
School Food Service	1	1	1
LOCALLY FUNDED ROOMS	1	2	2
Teacher Workroom	1		

GDOE Minimum Required Areas:

 Space Now -10% Existing

 K-3 750sf -75sf 675sf

 4-5 660sf -66sf 594sf

 Art 1,000sf -100sf 900sf

 Music 1,000sf -100sf 900sf

 PE 5,000sf -500sf 4,500sf

 Sp Ed 750sf -75sf 675sf

 65 U's = 1,000 FTE

 Media Center (for 1,000 FTE) = 4,275sf

 Cafeteria (1,000 FTE/315) = 3,175sf

 Total Kitchen = 2,400sf

Exhibit B

The City shall make the following improvements:

The City is not required to make any capital improvements.

If City so desires to make any capital improvements, City shall submit three (3) sets of drawings which reflect the proposed improvements to FCBE for approval. No construction by the City shall commence until drawings are approved in writing by FCBE. As-builts shall be provided by the City following completion of construction of the improvements by the City.

Rules Governing Use of Facilities by Outside Organizations

Outside Organizations shall follow these additional rules governing use of school facilities

1. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
2. A school custodian, and/or other System employee as designated by the principal, must be present during the activity or event. School employees are not permitted to give their building keys to an outside organization.
3. General Liability Insurance in the amount of \$1 million (minimum) combined single limit coverage is required. \$500,000 (minimum) Auto Liability coverage is required. Worker's Compensation coverage is required, if applicable. A Certificate of Insurance must be provided at the time the contract is signed. Fulton County Board of Education must be listed as an "Additional Insured" on the policy.
4. Lease fees are to be paid in advance to the Rental Office, 5270 Northfield Boulevard, College Park, Georgia 30349. Check should be made payable to FULTON COUNTY BOARD OF EDUCATION. Facilities will not be available until payment and the proper documents are received by this office. Phone number (404) 765-7157; fax number (404) 305-2235.
5. Signs, banners, permits, etc., may not be erected on school property unless the permission of the Principal or designee is obtained in advance and only if such displays do not deface school property.
6. Adequate supervision, as approved by the Principal, must be present for activities involving children
7. Parking is permitted only in designated areas.
8. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
9. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
10. Any use of a facility beyond the time specified in their use agreement is subject to additional fees charged in quarter hour increments.
11. All activities must be orderly and lawful, and must comply with all federal, state and local laws.
12. Use of lighted athletic fields must end by 10:00 p.m.
13. Overnight use (sleepovers) of school facilities is permitted only with the explicit permission of the Principal and written approval from the Fire Marshall.
14. Food and beverages are allowed inside of cafeteria only. Request for authorization must be made in the application and approved in the use agreement. The organization is responsible for cleanup for all areas used.
15. Alcohol, illegal drugs, weapons or explosives are not allowed in school facilities or on school property.
16. The use of tobacco products is prohibited in school facilities and on school property.
17. School facilities that are available for use by outside organizations are: PE buildings, media centers, parking lots, gymnasiums, cafeterias/cafetorium, kitchens (System cafeteria staff must be utilized), playing fields, athletic fields. Request to use auditoriums, theaters, concession facilities, media centers, conference rooms, and common areas will be considered on a case-by-case basis by the Rental Office, in consultation with the school Principal. Use of System personnel may be required at the Principal's option. Classrooms, laboratories and stadiums are available under special arrangement only, approved on a case-by-case basis.
18. Outside organizations may use tables and chairs if requested in advance. A set-up fee will be charged. Requests to use public address systems or audio visual equipment will be considered on a case by case basis by the Rental Office in consultation with the school principal. A fee will be charged and System personnel must be used. The following types of equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical or laboratory equipment.
19. Requests to use teaching museums, staff development centers or other System facilities will be considered on a case-by-case basis by the Rental Office, in consultation with the building supervisor.
20. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems, or to the structure or grounds of the facility.
21. Outside organizations may not sublease school facilities to other organizations or individuals, or transfer or assign their use agreement to anyone.
22. Individuals are not eligible to apply for use of school facilities.
23. School facilities shall not be used for anything other than use(s) approved in the Use Agreement.
24. The use of said areas shall not in any way interfere with school activities. Facilities will be left in as good condition as found.
25. When schools are closed because of inclement weather, all facilities use is canceled. The undersigned further agrees to pay all applicable fees at least three working days prior to use.

Revised 12/16/11

**FULTON COUNTY PUBLIC SCHOOLS
USE AGREEMENT/APPLICATION FOR USE OF SCHOOL FACILITIES**

Application must be filed in the Rental Office not less than 10 working days before intended use. All information must be furnished before the application can be processed. Fees must be paid three working days prior to scheduled event. Make check or money order payable to Fulton County Board of Education. Phone number - (404) 765-7157; fax number - (404) 305-2235

1. Name of Organization _____
2. Responsible Representative _____
 Print name of authorized agent/representative _____ Title _____
 Address _____
 Phone (W) _____ (H) _____ Fax _____
 Email Address _____
3. School Requested (name) _____ Type of Activity/Purpose _____
4. Date (s) and Time Requested _____ a.m. _____ p.m. UNTIL _____ a.m. _____ p.m.
 Areas to be Leased _____, _____, _____, _____
5. Number of persons expected to attend _____
6. Organization's Policy Number _____ Policy Limit (minimum \$1 million General Liability coverage) \$ _____
 Auto Liability Coverage (minimum \$500,000 coverage) \$ _____ Worker's Compensation, if applicable \$ _____
7. Do you want to charge an admission fee? If yes, in what amount? Adult \$ _____ Child \$ _____ Other \$ _____
 NOTE: Prior approval of Rental Office is required in order to charge admission.
8. Will this activity be a fundraiser? _____ If yes, must be section 501 C (3) tax exempt organization and must attach copy of IRS determination letter to application
9. Do you want to serve refreshments? _____ NOTE: Prior approval of the Rental Office is required in order to serve refreshments. Food and beverages are not allowed in school buildings except in the cafeteria. A clean-up fee/deposit may be charged if food and/or beverages are served.
10. The Organization's Representative(s) has/have read and agrees to the facility use terms and conditions on the back of this agreement. Initial _____
11. Specifically for "AFTER SCHOOL ENRICHMENT PROGRAMS" - Custodial fees are waived between the hours of 2:30 p.m. and 6 p.m.

FEE SCHEDULE

OTHER

NOT - FOR - PROFIT YOUTH

LEASED AREAS	Mark Leased Area with X	Minimum Fee (2 hours)	Hourly Rate above Minimum
Gymnasium, Elementary School		\$32.00	\$16.00
Gymnasium, Middle School		\$46.00	\$23.00
Gymnasium, High School Auxiliary		\$32.00	\$16.00
Gymnasium, High School Main		\$62.00	\$31.00
PE Multi-Purpose Room		\$32.00	\$16.00
Cafeteria, Elementary		\$32.00	\$16.00
Cafeteria, Middle School		\$46.00	\$23.00
Cafeteria, High School		\$46.00	\$23.00
Kitchen (staff fee also required)		\$46.00	\$23.00
Theater/Auditorium		\$62.00	\$31.00
Media Center, Elementary School		\$32.00	\$16.00
Media Center, MS or HS		\$46.00	\$23.00
Classroom		\$16.00	\$8.00
Concession Stands		\$16.00	\$8.00
Non-Stadium Field, no light use		\$24.00	\$12.00
Non-Stadium Field Lighting adder		\$16.00	\$8.00
Stadium Field, no light use		\$32.00	\$16.00
Stadium Lighting adder		\$52.00	\$26.00
Track, Asphalt MS, ES		\$16.00	\$8.00
Track, High School		\$32.00	\$16.00
Tennis Court (per Court)		\$8.00	\$4.00
Parking Lot		\$16.00	\$8.00
Teaching Museum		\$62.00	\$31.00

Minimum Fee (2 hours)	Hourly Rate above Minimum
\$16.00	\$8.00
\$24.00	\$12.00
\$16.00	\$8.00
\$32.00	\$16.00
\$16.00	\$8.00
\$16.00	\$8.00
\$24.00	\$12.00
\$24.00	\$12.00
\$24.00	\$12.00
\$32.00	\$16.00
\$16.00	\$8.00
\$24.00	\$12.00
\$8.00	\$4.00
\$8.00	\$4.00
\$16.00	\$8.00
\$26.00	\$13.00
\$8.00	\$4.00
\$16.00	\$8.00
\$4.00	\$2.00
\$8.00	\$4.00
\$32.00	\$16.00

STAFFING FEE (TO BE DETERMINED BY PRINCIPAL) - when additional staffing is necessary and/or required including setup and cleanup.
 To be Completed by School: Custodial Time required? Yes _____ No _____ Custodial Time = \$35 per hour (includes fringe benefits).
 Total Custodial Costs = Hours worked _____ x \$35/Hr = \$_____. (Teacher/Coach) = \$28 per hour (includes fringe benefits)
 Technician (for Theatre) = \$28 per hour (includes fringe benefits). Security Personnel = \$40 per hour (includes fringe benefits)

ADDITIONAL CHARGES may be applicable (to be determined by the Rental Office in consultation with Principal on a case-by-case basis) such as deposit, extraordinary utility use, and maintenance charge.

School Bathroom Products utilized (paper towels, toilet tissue, soap, etc). Total Bathroom Products Fee \$_____.

CHARGE FOR USE: Facility Fees \$_____ + Staffing Fees \$_____ + Additional Charges \$_____ = **TOTAL CHARGES \$_____**
 The undersigned agrees to abide by current FCBE Policy/Administrative Procedure KG (Use of School Facilities) and the requirements for users of school facilities listed above and on the reverse side of this application form. The undersigned shall be financially responsible for any and all claim of loss, injury or damage to person or property resulting from the organization's use of School property and shall indemnify the School Board and its employees and agents against any liability resulting from the organization's use of School Board property. The undersigned further agrees to pay all applicable fees at least three working days prior to use.

The undersigned hereby covenants and agrees to hold harmless as a result of any damage or injury to the school facilities and to indemnify FCBE against any liability whatsoever resulting from the use of the premises by the undersigned, whether servants or agents or independent contractors guest or otherwise. The undersigned does not intend to and does not hereby create any right of remedy in any third person.

Organization Representative's Signature _____ Date _____

Principal's Signature _____ Date _____

FULTON COUNTY BOARD OF EDUCATION

- Reason for Denial: (If Applicable)
 *Time Conflict _____
 *Unsatisfactory previous experience w/group _____
 *No employee available for security, custodial, etc _____
 *Purpose use incompatible with facility _____

Rental Office/Land Management Coordinator _____ Date _____

Make check payable to Fulton County Board of Education in the amount of \$_____ per (check one) _____ Day; _____ Week; _____ Month; _____ Year

Exhibit D

District Policy

Book: District Policy
Section: K - General Public Relations
Title: Use of School Facilities
Number: KG
Status: Active
Legal: O.C.G.A., 20-2-520, Op. Att'y Gen. 1945-47, p. 206; 1963-1965, p. 401; 1960-61, p. 172, 1958-59, p. 98
Adopted: 07/01/1986
Last Revised: 11/21/2008
Last Reviewed: 05/21/2009

Policy Detail

The primary purpose of our school facilities is to provide a suitable setting in which to educate the students of Fulton County. Therefore, a school's curricular and extracurricular needs and other school-sponsored activities, as determined by the principal, shall have first priority for the use of school facilities. School-related support groups, such as PTAs, booster clubs, employee organizations, etc., shall have second priority.

At the same time, the Board of Education recognizes that school facilities represent a significant investment on the part of the District's residents. Therefore, the Board encourages community use of school facilities when such use will not interfere with the School System's educational mission.

The following outside organizations shall be eligible to apply for use of school facilities: (1) business partners of the System's schools; (2) non-profit organizations that are based in the District and whose members are mostly District residents; (3) governmental agencies located in the District or serving District residents; (4) businesses located in the District, but only for non-commercial, community oriented purposes ; and (5) organizations that are currently approved by the Georgia State Board of Education to serve as Supplemental Educational Services providers to System students and are currently under contract with the System to provide Supplemental Educational Services to eligible System students, but only for the purpose of providing Supplemental Educational Services to eligible System students. Individuals are not eligible to apply for use of school facilities.

The facilities department shall process applications and administer requests for use of school facilities by outside organizations. Any use of school facilities by outside organizations must be consistent with the Board's policies and administrative procedures, must not involve unlawful conduct, and must be acceptable to the principal.

To comply with Georgia law, the Superintendent or designee shall establish a fee schedule that enables the System to recoup the costs involved in the use of school facilities by outside organizations.

Use of school facilities shall not be denied on the basis of an organization's religious, political or philosophical views or expressive activity. Organizations granted permission to use school facilities shall not unlawfully restrict participation in the activity or event because of an individual's race, religion, sex, creed, national origin or disability.

Cross References: KG – Use Of School Facilities Procedure

District Procedure

Book: District Procedure
Section: K - General Public Relations
Title: Use of School Facilities
Number: KG
Status: Active
Legal: O.C.G.A., 20-2-520, Op. Att'y Gen. 1945-47, p. 206; 1963-65, p. 401; 1960-61, p. 172; 1958-59, p. 98
Adopted: 07/01/1986
Last Revised: 05/21/2009
Last Reviewed: 05/21/2009

Policy Detail

As used in this administrative procedure. "School facilities" means buildings, grounds, athletic facilities, fields and parking lots at a System school or other System site.

A. Allowable Uses of School Facilities**1. School-Sponsored Activities**

"School-sponsored activities" means a school's curricular and extracurricular programs and any other activity undertaken by and in the name of the school. The primary purpose of our school facilities is to provide a suitable setting in which to educate Fulton County students. Therefore, school-sponsored activities shall always take priority over any other use of school facilities. Other groups may be denied use of school facilities or have their permission for use revoked when the principal concludes that the group's use would interfere with school-sponsored activities. The school principal is responsible for approving and scheduling school-sponsored activities.

2. School-Related Support Groups and Employee Organizations

"School-related support groups" means organizations devoted exclusively to the support of the school and school-sponsored activities, such as PTAs, booster clubs, etc. "Employee organizations" means recognized professional or employee organizations whose membership is limited to Fulton County School System personnel.

School-related support groups and employee organizations make significant contributions to our students and our schools. Therefore, they have second priority for the use of school facilities.

All meetings or other activities of school-related support groups or employee organizations must be approved in advance by the school principal. School-related support groups and employee organizations are not required to apply to the facilities department or pay a fee for meetings and non-fundraising activities that have the principal's advance approval.

3. System-sponsored Activities

In order to be accessible to all areas of the community, schools are occasionally requested to host school system events. Schools will be reimbursed for expenses associated with such events.

4. Outside Organizations

"Outside organizations" means those organizations other than the System's schools, school-related support groups and employee organizations that are eligible under Board policy to request use of school facilities. These organizations are: (1) business partners of the System's schools as defined in Item 5; (2) non-profit organizations that are based in the System and whose members are mostly System residents; (e.g. recreational sports organizations including developmental teams) (3) governmental agencies located in the System or serving residents; (4) businesses located in the System, but only for non-commercial, community oriented purposes; and (5) organizations that are currently approved by the Georgia State Board of Education to serve as Supplemental Educational Services providers to System students and are currently under contract with the System to provide Supplemental Educational Services to eligible System students, but only for the purpose of providing Supplemental Educational Services to eligible System students.

Outside organizations are welcome to use school facilities when such use is consistent with the Board's policies and administrative procedures and does not interfere with the activities of our schools or school-related support groups, as determined by the principal. Outside youth organizations or groups whose members are mostly students who reside in the System shall have first priority (over other outside organizations) for use of school facilities. Outside organizations should apply through the facilities services department. Business partners should obtain approval of the school principal prior to submitting an application to the facilities services department. Outside organizations seeking a one-time use of school facilities may not reserve a school facility more than three months in advance.

5. Business Partners

"Business partners" means businesses, agencies, colleges, hospitals, non-profit, scout troops, civic, social and other organizations that enter into a support relationship with one or more Fulton County schools that is beneficial to the System. The School System values its relationship with its business partners and encourages other organizations to show their support of public education by becoming business partners of our schools. Business partnerships must be formalized through a partnership agreement that must be on file with the communications department and must be consistent with established partnership guidelines.

A school and its business partner(s) may cooperate in sponsoring activities that benefit the school and its students. Although these activities are school-sponsored they still require approval from the facilities services department when they involve

use of school facilities.

When a business partner requests use of school facilities, the business partner must submit an application to the facilities services department for approval in the manner described below. The application must include the signature of the school principal. Depending on the intended use, the business partner may be allowed to use the facility at a reduced fee, to be determined by the facilities services department.

6. Governmental Agencies

Governmental agencies wishing to establish an inter-governmental agreement involving shared resources which will be of benefit to Fulton County residents should submit their proposal to the Superintendent. Proposals approved by the Superintendent will be recommended to the Board with a summary of the proposed terms. Examples of programs that would benefit residents include sports activities, summer camp, senior citizen activities and educational programs. In reviewing proposals, priority will be given to programs for youth.

Governmental agencies wishing to use school facilities for other purposes should apply through the facilities services department. If the Governmental Agency provides goods, services, facilities, and equipment that are beneficial to Fulton County Schools, the governmental agency may be exempt from payment of some or all of the customary fees.

B. Applying for Use of School Facilities

With the exception of Governmental agencies wishing to establish inter-governmental agreements involving shared resources, outside organizations wishing to use school facilities must apply to the facilities services department at least ten (10) business days prior to the requested use date. Application forms may be obtained at the school or the facilities services department website. The application must be signed by the representative of the organization who will be responsible for the activity or event. Applications from business partners must include the signature of the school principal. In all other cases, the facilities service department shall consult with the principal or building supervisor about the requested use before approving or denying an application.

Requests to use teaching museums, professional learning centers or other System facilities will be considered on a case by case basis by the facilities services department, in consultation with the building supervisor.

The following factors will be considered in reviewing an application:

1. the type of activity or event;
2. its potential impact on the facility;

3. the duration and frequency of the activity or event;
4. the availability of adequate System personnel to oversee the facility during the activity or event;
5. the number of participants expected;
6. safety and security concerns;
7. previous experience with the organization;
8. potential interference with other activities at the facility;
9. the need for a rest period for the facility or grounds; and
10. other needs or interests of the school or the System.

If an outside organization wants to charge an admission fee, they must state the amount of the fee in the application and obtain prior approval, which will be reflected in the use agreement.

C. Use Agreement

1. If the outside organization's application is approved, an authorized representative of the organization must sign a use agreement before any preparations or activities may take place at the school facility.
2. The use agreement must state that at least one authorized representative of the organization will be present during the activity or event.
3. The organization must agree to indemnify the System for any claim of loss, injury or damage resulting from the organization's use of the school facility.
4. Except for use agreements involving substantial improvements to school property (see item L), the maximum term of a use agreement is one year.

D. Renewal of Use Agreement

Renewal requests must be submitted to the facilities department at least ten (10) business days prior to the expiration of the use agreement. Renewal is not automatic. The same factors that apply to an initial application will be considered in connection with a request for renewal. In addition, any violations of a previous use agreement or other problems with the organization will be taken into consideration.

E. Cancellation of Use Agreement

The System reserves the right to deny an outside organization's application or cancel

the organization's use agreement when it deems such action to be in the best interest of the System or a school. The outside organization is responsible for providing timely notification to its members or other participants of a cancellation. When schools are closed because of hazardous weather or other emergencies, all use of school facilities is canceled.

F. Fees for Outside Organizations

1. To comply with Georgia law, outside organizations must pay all costs resulting from their use of school facilities, including utilities, security, supervision, clean-up, maintenance, depreciation, overtime and any other costs to the System. Anticipated excessive demands on utilities must be disclosed on the application so that an appropriate fee can be charged. The fee schedule can be obtained from the facilities department. Fees may be changed from time to time to reflect current costs.
2. If fees are not paid in full at least three (3) business days in advance of the activity or event, permission to use the school facility may be withdrawn or a ten (10) percent penalty fee may be added.
3. Payment should be made to the [facilities department]. At the discretion of the facilities department, payment may be requested in the form of a cashier's check or money order.
4. A clean-up fee will be assessed if the organization does not leave the facility and grounds clean.
5. The facilities department, in consultation with the principal may require the organization to pay for or to provide police protection or security personnel.
6. Fees paid for the use of school facilities must be posted to a System account, not an individual school account. Schools will be reimbursed for any costs paid from the local school budget and 25% of the remaining fee collected.
7. If an activity is canceled at least two business days in advance of the activity or event, any prepaid user fee will be refunded, less any costs the System has incurred.

G. Insurance

In order to protect the School System, outside organizations are required to obtain liability insurance covering the event or activity.

H. Deposits

1. At the discretion of the facilities department, outside organizations may be required to pay a deposit for activities involving large groups or activities that may result in damage to school property. Failure to pay a required deposit may result in

the cancellation of the use agreement.

2. If school facilities are used on an ongoing basis (monthly, weekly, etc.), a deposit of not less than one month's fee may be required in advance along with the fee for the first month. The deposit will be held by the facilities department and will be returned at the end of the approved use period, less any deductions for damage, unpaid fees or other costs resulting from the use.

I. Fundraising by Outside Organizations

1. The only outside organizations that may conduct fund-raising activities at school facilities are non-profit organizations recognized as tax-exempt under section 501(c) (3).

2. Tax-exempt organizations must provide a copy of their IRS determination letter and establish their legitimacy to the satisfaction of the facilities-department before any fundraiser will be allowed.

3. Outside organizations may not use school facilities for any fund-raiser that includes gambling or games of chance.

J. Concessions

Arrangements for the sale of concessions by outside organizations must be made through the local school principal.

K. Political Meetings

"Town hall meetings" and political forums held on school property must comply with Board policy and administrative procedure KIA - "Political Campaign Activities" in addition to this procedure.

L. Use of Athletic Fields or Facilities

Prior to approval of a use agreement allowing repeated use of an athletic field or facility by an outside organization, the Area Superintendent must sign the agreement indicating that all principals in the school's feeder pattern approve the request. Athletic fields may be subject to a use agreement of up to five years when the requesting organization expends substantial resources to improve the field. Examples include installing lights, irrigation systems or scoreboards. The arrangement will be reviewed periodically and discontinued if the school's athletic facilities are being harmed.

At least 60 days in advance of the spring, fall and summer athletic programs, athletic directors from each high school and the school system will determine the needs for athletic fields and facilities. Contracts with outside organizations will be reviewed in light of these needs.

M. Additional Rules Governing Use of School Facilities by Outside Organizations

Outside organizations shall follow these additional rules governing use of school facilities.

1. An outside organization shall not restrict participation in an activity or event taking place at a school facility because of an individual's race, religion, creed, sex, national origin or disability.
2. A school custodian and/or other System employee, as designated by the principal, must be present during the activity or event. School employees are not permitted to give their building keys to an outside organization.
3. Signs, banners, pennants, etc. may not be erected on school property unless the permission of the principal or designee is obtained in advance and only if such displays do not deface school property.
4. Adequate supervision, as approved by the facilities department in consultation with the principal, must be present for activities involving children.
5. Parking is permitted only in designated parking areas.
6. The number of attendees may not exceed the number authorized and must be in compliance with local fire codes.
7. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility will be considered trespassing.
8. Any use of a facility beyond the time specified in their use agreement is subject to additional fees charged in quarter hour increments.
9. All activities must be orderly and lawful and must comply with all federal, state and local laws.
10. Use of lighted athletic fields must end by 10:00 p.m.
11. Overnight use of school facilities is permitted only with the explicit written permission of the principal and if it is allowable under local fire codes.
12. Food and beverages are allowed inside school buildings only if requested in the application and approved in the use agreement. The organization is responsible for clean-up of all areas used.
13. Alcohol, illegal drugs, weapons or explosives are not allowed in school facilities or on school property.
14. The use of tobacco products is prohibited in school facilities and on school property.

15. School facilities that are available for use by outside organizations are: gymnasiums, cafeterias/cafeteriums, kitchens (provided System cafeteria staff is used with the approved use of kitchen equipment), playing fields and athletic fields. Requests to use auditoriums, theaters, concession facilities, media centers, conference rooms and common areas will be considered on a case by case basis by the facilities department, in consultation with the school principal. The school principal may use his/her discretion to determine whether classrooms may be used by outside organizations during the school day.

16. Outside organizations may use tables and chairs if requested in advance. A set-up fee will be charged. Requests to use public address systems or audio visual equipment will be considered on a case by case basis by the facilities department, in consultation with the school principal. A fee will be charged and System personnel must be used. The following types of System equipment may not be used by outside organizations: musical instruments, athletic equipment, computers, technical or laboratory equipment.

17. Outside groups may not make any modifications to school facilities in order to accommodate their use of the facility. This includes modifications to the electrical, heating, cooling, ventilation or plumbing systems or to the structure or grounds of the facility.

18. Outside organizations may not sublease school facilities to other organizations or individuals or transfer or assign their use agreement to anyone.

19. Individuals are not eligible to apply for use of school facilities.

20. School facilities shall not be used for anything other than the use(s) approved in the use agreement.

Cross References: [KG – Use Of School Facilities Policy Link to Policy](#)