

**Fulton County, Georgia
(Fulton County Elections Division)
Polling Locations**

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the “**Agreement**”), made and entered into as of this ___ day of _____, 2024 (the “**Effective Date**”), by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia acting by and through its authorized officials signing below (hereinafter referred to as “**FCG**”), 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 properties located, as delineated on Exhibit A, in Fulton County, Georgia, (each a “**School Property**” and collectively, the “**School Properties**”), on which certain schools (each a “**School**” and collectively, the “**Schools**”) are located.
- B. The Gym, Cafeteria, Chorus Room, Lobby, and/or Atrium, as designated by the Principal, are located on the interior of each School Property as typically shown in Exhibits C.1, C.2, and C.3, and are hereinafter referred to collectively as the “**Polling Areas**”.
- C. FCBE and FCG desire to enter into this Agreement to provide for the joint use of the Polling Areas by FCBE and FCG for the limited purposes set forth herein.

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, FCG and FCBE hereby agree as follows:

- 1. **Use of Polling Areas by FCG.** FCBE hereby grants FCG the right to use the Polling Areas during the Term of this Agreement on the following terms and conditions and solely for the purposes outlined herein:
 - a. **Designation of Polling Areas.** FCBE shall designate the School Properties at which Polling Areas are to be used by FCG as polling locations, and the specific Polling Areas to be used within such School Properties, in its own discretion. In no event shall FCG’s use or access extend beyond the designated Polling Areas into the remainder of the School or School Property; provided, however, that FCG shall have the right to use certain common areas of the School Properties (parking lots, walkways, sidewalks, corridors, stairwells, restrooms and elevators) as designated by FCBE where necessary in connection with the use of the designated Polling Areas. FCBE shall not provide keys for School Properties or Polling Areas to FCG.

FCBE delegates to the Superintendent of Fulton County Schools or his/her designee the authority to amend the list of School Properties on Exhibit A and determine the School Properties within which Polling Areas are to be used for the Initial Term and any Renewal

Terms (as defined below) for and on behalf of FCBE. FCG shall provide an annual list to FCBE on or before January 1 of each Renewal Term of this Agreement listing the dates (the “**Election Days**”) and School Properties within which it wishes to use Polling Areas as polling locations for all elections to occur in the following 15 months. Any revised Exhibit A approved by the parties in writing shall replace and supplant the existing Exhibit A.

FCG expressly acknowledges that both planned and unforeseen school construction and renovation projects may cause certain School Properties to become unavailable for use as polling sites throughout the Initial Term or applicable Renewal Term. FCG will work in good faith with FCBE to select alternate locations in the event such sites become unavailable.

b. Poll Manager Supply Pickup. In addition to use of Polling Areas as polling locations, FCG shall have the right to request the use of certain Polling Areas on the Sunday prior to each Election Day for the purpose of poll manager supply pickup related to each such Election Day, subject to all terms and conditions of this Agreement.

c. School Activities; Standardized Testing. FCG’s use of Polling Areas as polling places, including setup and breakdown related thereto, shall not substantially interfere with the primary use of such property or the remaining portions of each School Property for educational purposes by FCBE. Other than on an Election Day when voting by Fulton County residents is scheduled to occur, FCBE expressly reserves priority to use the Polling Areas 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. As used herein, the term “Academic Year” shall be defined by FCBE on an annual basis. Further, even on any Election Day, educational use of the Polling Areas shall take priority over any use by FCG on days set aside by FCBE for standardized testing of students, and FCBE shall have the right to restrict or deny use of Polling Areas as polling places on such days; this is pursuant to State law requiring that polling not substantially interfere with the use of these facilities for the purpose for which they are primarily intended.

d. Election Day Hours. FCG shall have the right to use the Polling Areas as designated on Exhibit A from 5:00 a.m. through 10:00 p.m. on the Election Days listed on Exhibit A when voting by Fulton County residents is scheduled to occur. Exhibit A currently lists the Election Days and School Properties selected by FCG for the Initial Term, defined below.

e. Equipment Delivery and Setup. FCG shall have the right, upon reasonable advance notice to FCBE, to access Polling Areas to deliver equipment and supplies and perform set up activities in preparation for Election Day beginning the Friday before each Election Day. Weekend access and delivery shall be coordinated between FCG and FCBE. FCG will compensate FCBE for a minimum of four (4) hours to have FCBE staff available during any days of delivery and setup at all School Properties serving as Polling Areas.

f. After-Hours Use. In the event FCG requires the after-hours use of the Polling Areas in the day(s) prior to the Election Day, FCG may request such use by notifying the Principal of the School on which such Polling Areas are located in writing not less than fifteen (15) business days prior to the date FCG desires to use such Polling Areas. The Principal of the selected school property shall use reasonable efforts to accommodate such request. The Principal of the selected school property shall, in his or her sole discretion, designate which Polling Areas may be used as a polling location, poll manager supply pickup location or other such related use.

g. Special Elections; Standardized Testing. In the event of a special election or an election outside of the normal election cycle, FCG shall provide FCBE a list of FCBE School Properties within which it wishes to use Polling Areas as polling places 120 days prior to the special election. Upon approval by FCBE staff in writing, the list of FCBE School Properties within which it wishes to use Polling Areas for special elections or an election outside of the normal election shall amend and supplement the then-current Exhibit A. Educational use of the Polling Areas shall take priority over any use by FCG on days set aside by FCBE for standardized testing of students, and FCBE shall have the right to restrict or deny use of Polling Areas as polling places on such days; this is pursuant to State law requiring that polling not substantially interfere with the use of these facilities for the purpose for which they are primarily intended.

h. Emergencies. FCG acknowledges that as a result of or due to any emergency or evacuation and/or any other unexpected occurrence, the Polling Areas may not be available to FCG, notwithstanding the terms of this IGA. In such event, FCG may re-enter Polling Areas and resume elections activities only when granted permission to do so by FCBE after such emergency or other event has subsided. FCBE shall have first priority use of the Polling Areas superseding any scheduled or FCG use during either the Academic School Year or Non-Academic School Year as long as the Principal provides six (6) months written notice to FCG.

i. Security. FCG shall provide, at its own costs, Georgia Peace Officer Standards and Training Council Certified officers at FCBE polling sites on each Election Day for the purpose of providing security services. In the event FCBE provides Georgia Peace Officers, at polling locations at the request of FCG, FCG will reimburse FCBE its costs for providing peace officers. Such officer shall be in full duty uniform and attached to a State law enforcement agency on a full-time basis, part-time basis, or shall be then serving as a reserve officer. Certified Officers shall arrive onsite 30 minutes prior to the time voting polls open and remain onsite until 30 minutes after the time the voting polls close at the School Properties. FCBE staff at each School Property used as a polling site shall have the phone number of the officer assigned to the School Property. FCG shall be responsible for providing any additional staffing needed to manage entry and exit from the School Property's parking area to and from the Polling Areas at the School Property.

j. Parking. FCG shall keep all motorized vehicles off grassed areas at subject schools and parking by the voting public and poll workers shall be limited to designated areas only as directed by the Principal.

k. Compliance with Laws. FCG's use of the Polling Areas is expressly subject to and conditioned upon FCG's compliance with all federal, state and local laws, ordinances, rules and regulations, including but not limited to Fulton County Board of Education Policy KG and Operating Guideline KG, which Policy and Operating Guideline are hereby incorporated into this Agreement as referenced in Exhibit B. In the event of any conflict between the terms of this Agreement and Policy KG and Operating Guideline KG, the Policy and Operating Guideline shall control.

l. Food and Drink. Food and/or drink shall be allowed in the School Properties only in accordance with applicable law and only as long as poll officials maintain the area around them and discard food and drinks into trash receptacles.

m. Change of Polling Place. From time to time, FCG may change the polling place from one School Property to another School Property; however, FCG shall provide written notice to both the FCBE and the respective school Principal thirty (30) days prior to the Election Day.

n. Poll Site Managers. No later than thirty (30) days prior to each Election Day, FCG shall provide to FCBE a list of names of poll site managers assigned to each School Property for such Election Day and a list of names of POST Officers assigned to each School Property for such Election Day. FCG shall promptly notify FCBE in writing in the event of changes, additions, deletions or substitutions to such lists.

2. **Term of Agreement**. The “**Initial Term**” of this Agreement shall commence on the Effective Date and end on December 31, 2024. In addition, the Agreement will automatically renew annually on January 1 of each year for four (4) one-year renewal periods (each a “**Renewal Term**”) commencing on the day following the expiration date of the Initial Term or of any subsequent Renewal Term unless FCBE, in its sole discretion, provides notice of termination sixty (60) days prior to end of the Initial Term or applicable Renewal Term. The Initial Term, together with any Renewal Term, are collectively referred to herein as the “**Term**”.

3. **Fees and Expenses; Custodial Services**.

FCG shall pay no usage fees associated with the use of the Polling Areas. If usage fees become payable under applicable law, FCG agrees to pay fees based on the fee schedule posted on the Facility Rental Department website.¹ FCG acknowledges, from time to time on a periodic basis, FCBE may change the Facility Use fee schedule. FCG will abide by such changes and revised fees.

FCG shall reimburse FCBE for all costs of routine custodial services for each School Property as such costs are incurred in connection with each Election Day. As used herein, the term “routine custodial services” shall include, without limitation, FCBE staff time to unlock and provide access to the School Properties and Polling Areas in connection with each Election Day (including access and supervision for any equipment delivery and polling place set-up by FCG in the days prior to each Election Day); the collection of litter and debris from the School Properties and Polling Areas; and following each use, removal of the contents of trash receptacles and restroom cleanup. Notwithstanding the foregoing, FCG shall be responsible, following each use, for removal of all FCG and voter items.

On occasion, due to unforeseen conditions, FCG may notify FCBE on the day of the elections that the hours may need to be extended past the expected end time of 10:00 p.m. In such event, FCG shall pay for all additional janitorial and custodial services past 10:00 p.m. in addition to fees for services provided prior to 10:00 p.m. for each School Property.

If FCBE incurs direct costs or expenses solely as a result of the use of School Properties and Polling Areas by FCG (not including routine maintenance or utility expenses resulting from the reasonable use of the same) upon FCBE being made aware of such costs or expenses, FCBE shall notify FCG of such costs or expenses and submit an invoice for the itemized expenses, and FCG shall be required to reimburse FCBE for such costs or expenses within thirty (30) days of receipt of the invoice for services provided.

¹ <http://www.fultonschools.org/en/divisions/ops/facserv/Pages/How-To-Rent-a-Fulton-County-School-Facility.aspx>

4. **Signage.**

By no later than 11:00 am on the day following each Election Day, FCG shall remove all signage placed by FCG and posted (i) in the public rights-of-way fronting any School Property, and (ii) anywhere on the School Property, in connection with any Election Day. FCG shall not be responsible for removing signage placed by persons other than FCG, including, but not limited to, campaign signage. In the event FCG fails to remove its signage within this timeframe, FCBE may remove such signage, and all FCBE staff time incurred in accomplishing such signage removal shall be chargeable to FCG and paid within thirty (30) days of invoice.

5. **Utilities.** FCBE shall pay all water and electric charges for the operation of the School Properties and Polling Areas on Election Days.

6. **Insurance.** The following are the minimum insurance and limits that FCG or any third party using or performing work on any portion of the School Property, including any contractor or subcontractor (a "**Third Party**") must maintain throughout the Initial Term or applicable Renewal Term. If FCG or Third Party maintains higher limits than the minimums shown below, FCBE requires and shall be entitled to the coverage and for the higher limits maintained by the FCG or Third Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be made available to FCBE.

FCG shall maintain at a minimum all of the following:

(a) Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and fire legal liability, with limits of not less than \$1 million Each Occurrence / \$2 million General Aggregate.

(b) Automobile Liability with limits not less than \$1 million Per Accident for all owned, non-owned and hired vehicles.

(c) Umbrella Liability Insurance with limits of liability in excess of Employer's Liability, Commercial General Liability, and Automobile Liability in the amount of not less than \$3 million.

Fulton County School District shall be named as Additional Insured on the aforementioned policies. The address of the School Property shall be listed on the policy and shown on the face of the certificate of insurance as the covered premises. FCG shall also maintain Statutory Workers' Compensation and Employers Liability Insurance under Georgia law with limits of not less than \$1 million Per Accident, for bodily injury and disease, with a waiver of subrogation in favor of FCBE.

Prior to entering onto the School Property, FCG and any Third Party shall submit proof of insurance by submitting a Certificate of Insurance to FCBE's Risk Management Department at:

Risk Management Department
Fulton County Schools
6201 Powers Ferry Rd, NW
Atlanta, GA 30339

Insurance provider(s) for FCG and any Third Party shall be licensed to do business in the state of Georgia and shall have an A.M. Best rating of A or greater, and A.M. Best's Financial Size Category of not less than X.

The obligations of FCG and any Third Party to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits any liability of FCG or Third Party, whether or not the same is covered by insurance.

FCBE reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, by providing FCG with notice of the same.

Notwithstanding the foregoing, FCG shall retain the right to self-fund any and all insurance coverage required by this Agreement except for Worker's Compensation and Employer's Liability Insurance, and nothing herein shall be construed as a waiver of FCG's sovereign immunity and the immunities available Fulton County officials, officers, employees and agents.

7. **Liability.** FCG shall be responsible for the acts and omissions of FCG and its agents, contractors, employees, and its invitees. FCG shall not use the School Property or Polling Areas for any purpose other than stated in Section 1 *Use of Polling Areas by FCG* hereof. No use shall be made of the School Properties nor acts done on the School Properties which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the School Properties as the premises. FCG further agrees not to sell, or permit to be kept for use on the School Properties, any article or articles which may be prohibited by the standard form of fire insurance policies. FCG will self-insure and maintain, during the Term of this Agreement, insurance coverage for FCG's personal property located in the School Properties in an amount not less than full replacement cost of all of FCG's personal property located in the School Properties, against direct and indirect loss or damage by fire and all other casualties and risks. Notwithstanding the foregoing, FCG shall retain the right to self-fund for any and all insurance coverage required by this Agreement with the exception of Worker's Compensation and Employer's Liability Insurance. FCBE shall be responsible for the acts and omissions of FCBE and its agents, contractors, or employees. Nothing herein shall be construed as a waiver of FCG's sovereign immunity and the immunities available Fulton County officials, officers, employees and agents.
8. **Casualty.** If any of the School Properties are damaged or destroyed during the Term of the Agreement by a casualty loss, FCBE may elect to rebuild or restore such School Properties, in FCBE's sole discretion. If such damage or destruction is due to the acts or omission of FCG while in FCG's care, custody and control, then FCBE may elect to rebuild or restore the damaged or destroyed School Properties subject to reimbursement by FCG pursuant to the terms of Section 7 above. Notwithstanding the foregoing, nothing herein shall be construed as a waiver of FCG's sovereign immunity and the immunities available Fulton County officials, officers, employees and agents.
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 FCBE,

and this Agreement shall terminate as to such property on the date of such condemnation or sale.

10. **Compliance with Laws.** FCG shall ensure compliance with all applicable federal, state and local laws, ordinances, rules and regulations in the use of the School Properties and in the running of elections, including but not limited to all applicable election laws. FCBE shall ensure compliance with all applicable federal, state and local laws, ordinances, rules and regulations in the ownership of the School Properties.

11. **Termination; Default.**

(a) Either party shall have the right to terminate this Agreement without cause upon sixty (60) days prior written notice.

(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 30 days, or (ii) cure such default at the expense of the defaulting party. The defaulting party, within thirty (30) 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 due to such default.

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. FCG shall remove portable improvements placed by FCG upon any School Property. Except in connection with repairs or replacements, FCG covenants not to destroy or remove any FCBE improvements constructed or equipment placed upon any School Property, pursuant to this Agreement or otherwise, without the written consent of FCBE.

b. Upon the end of an Election Day, FCG shall promptly vacate all parts of the School Property and shall remove all voting equipment from each School Property no later than 6:00 am on the day after each Election Day.

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, or (iii) by e-mail, addressed as follows (or at such address as may be specified from time to time in writing):

If to FCBE:
Superintendent
Fulton County Schools
6201 Powers Ferry Rd, NW
Atlanta, GA 30339
Email: looneym@fultonschools.org

With a copy to:

Executive Director Capital Programs
Fulton County Board of Education
6201 Powers Ferry Rad
Atlanta, Georgia 30339
E-mail: boyajanwc@fultonschools.org

And with a copy to:

Director of Land Management
Fulton County Board of Education
6201 Powers Ferry Rad
Atlanta, Georgia 30339
E-mail: simpsonv1@fultonschools.org

And with a copy to:

Cheryl Shaw, Esq.
Parker Poe Adams & Bernstein LLP
1075 Peachtree Street NE, Suite 1500
Atlanta, GA 30309
E-mail: cherylshaw@parkerpoe.com

If to FCG:

Director
Fulton County Department of Registration and Elections
130 Peachtree Street SW
Suite 2186
Atlanta, Georgia 30303
E-mail: nadine.williams@fultoncountyga.gov

With a copy to:

Fulton County
Attention: County Attorney
141 Pryor Street
Suite 4038
Atlanta, Georgia 30303
E-mail: soo.jo@fultoncountyga.gov

With a copy to:

Fulton County
Attention: County Manager
141 Pryor Street
10th Floor
Atlanta, Georgia 30303
E-mail: dick.anderson@fultoncountyga.gov

With a copy to:

Fulton County
Attention: Land Administrator
141 Pryor Street Suite 8021
Atlanta, Georgia 30303
E-mail: michael.graham@fultoncountyga.gov

Notices will be deemed given (i) on the date delivered if delivered personally, or (ii) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail, or (iii) on the day of e-mail transmittal if sent by e-mail.

14. **Miscellaneous.**

a. This Agreement shall be construed as an intergovernmental contract, and no estate, title or interest in or to any School Property or portion thereof shall pass out of FCBE. 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 or materials, failure or lack of utilities, governmental laws, orders 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 KNOWINGLY ALLOW ALCOHOLIC BEVERAGES OR THE USE OF TOBACCO PRODUCTS ON THE SCHOOL PROPERTIES. FCG acknowledges that FCBE has a no alcoholic beverages and tobacco products policy at its facilities and will make every reasonable effort to ensure compliance with said policy.

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 in writing attached hereto and signed by FCG 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. FCG shall have no right to construct any improvements on the School Properties owned by FCBE without FCBE's consent, which may be withheld in FCBE's sole discretion. During the Term, FCG shall not demolish any of the facilities located on FCBE's property.

i. 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. This Agreement may be executed and/or transmitted electronically with the same force and effect as an original.

j. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Atlanta or Fulton County, Georgia, in any dispute arising out of this Agreement.

k. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Agreement and the unaffected terms and provisions shall remain in full force and effect. Each covenant, agreement, obligation, or other provision of this Agreement on FCG's part to be performed shall be deemed and construed as independent covenants of FCG, not dependent on any other provisions of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Board of Commissioners

ATTEST:

Tonya Grier,
Clerk to the Commission (Seal)

APPROVED AS TO FORM

Y. Soo Jo
Office of the County Attorney

APPROVED AS TO CONTENT:

Patrise Perkins-Hooker, Chair
Board of Registration & Elections

Nadine Williams, Director
Department of Registration &
Elections

FULTON COUNTY BOARD OF EDUCATION

By: _____

Name: Kimberly Dove

Title: Board Chair

By: _____

Name: Dr. Mike Looney

Title: Superintendent

Exhibit A
Exhibit B
Exhibit C

Exhibit A
[Parties to insert list of schools]

Exhibit B



Book	District Policy
Section	K - General Public Relations
Title	Use of School Facilities
Code	KG
Status	Active
Legal	O.C.G.A., 20-2-520, O.C.G.A. 51-1-53, Op. Att’y Gen. 1945-47, p. 206; 1963-1965, p. 401; 1960-61, p. 172, 1958-59, p. 98
Cross References	KG - Use of School Facilities KEB - Fund Raising KTA - Political Campaign Activities
Adopted	July 1, 1986
Last Revised	August 18, 2022
Last Reviewed	August 18, 2022

The Board of Education recognizes that the primary purpose of its school facilities is to provide a suitable setting in which to educate the students of Fulton County. School facilities include buildings, grounds, athletic facilities, fields and parking lots at District schools or administrative sites. This policy governs the use of school facilities for educational and other purposes.

I. Use of Facilities by Priority

Priority 1: School-Sponsored Activities

School-sponsored activities, as determined by the principal, shall have first priority for the use of school facilities.

School-sponsored activities means a school’s curricular and extracurricular programs and any other activity undertaken by and in the name of the school, as determined by the school principal and under the supervision of the area zone superintendent, and should be open to all students regardless of ability to pay.

Priority 2: School-Affiliated Support Groups

School-affiliated support groups shall have second priority for the use of school facilities.

School-related support groups means organizations devoted exclusively to the support of the school and school-sponsored activities, such as PTAs/PTOs, booster clubs, school or District foundations, and employee organizations.

Priority 3: Feeder Programs

Feeder programs shall have third priority for the use of school facilities.

A feeder program means a community non-profit organization offering extracurricular arts and/or athletics activities for the purpose of supporting potential participants in future secondary programs within Fulton County Schools.

Priority 4: Governmental Entities

Governmental entities shall have fourth priority for the use of school facilities.

Governmental entity means any federal, state, or local government body or agency thereof, and also means any other public educational institution.

Any governmental entity wishing to establish an intergovernmental agreement for facilities use involving shared resources which will be of benefit to Fulton County residents will be eligible to request the use of school facilities in accordance with this policy or in accordance with any intergovernmental agreement between the District and the other governmental entity.

Proposals approved by the Operations Department will be recommended to the Board with a summary of the proposed terms.

Governmental entities wishing to use school facilities for other purposes should apply through the Facility Rental Department. If the governmental entity provides goods, services, facilities, or equipment that are beneficial to the District, the governmental entity may be exempt from payment of some or all of the customary rental fees.

Priority 5: Outside Organizations

Outside organizations shall have fifth priority for the use of school facilities.

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 by outside organizations when such use will not interfere with the District's educational mission.

Outside organizations means those organizations other than school-affiliated support groups, feeder programs or governmental entities that are eligible under this policy to request use of school facilities. The following priority order will guide requests by outside organizations:

1. Non-profit organizations that directly support District students; for-profit businesses that directly support District students
2. Other non-profit organizations
3. Other for-profit organizations

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

Use of school facilities by political organizations or political candidates must follow the procedures outlined in the [Board Policy KIA: Political Campaign Activities](#).

Any use of school facilities by school-affiliated support groups, feeder programs, governmental entities and outside organizations must be consistent with the Board's policies and administrative procedures, must not involve unlawful conduct, and must be acceptable to and receive initial clearance from the principal or local building administrator and under the supervision of the zone superintendent. Following initial clearance, the Facility Rental Department shall process applications, administer requests and issue final approval for use of school facilities. The Facility Rental Department can be accessed online by following this link: [Facility Rental Department Homepage](#)

II. Lease Agreements

The Board of Education will consider engaging in formal lease agreements with outside organizations that are willing to make significant improvements and/or contributions to school facilities and/or provide substantial benefits to Fulton County students. Prior to consideration by the Board, the area zone superintendent and principal or local building administrator, and the Facility Rental Department must approve the proposal.

In accordance with O.C.G.A. 51-1-53, all such lease agreements shall be revocable at any time by the District.

To comply with Georgia law, the Superintendent or designee shall establish a fee schedule that enables the District to recoup the costs involved in the use of school facilities. Agreements shall be governed by Georgia Law and, in particular, by the provisions and immunities stated and provided by O.C.G.A. Sec. 51-1-53.

Cell Tower Site Leases:

The District may consider entering into multiyear ground leases with telecommunications providers governing the use of unimproved portions of school or administrative facility properties as the site of telecommunications towers. All such ground leases shall require rental payments at no less than market rates and shall be subject to Board approval and all applicable federal, state and local laws, ordinances, zoning codes, rules and regulations.

III. Particular Uses

Use of Athletic Fields or Facilities:

In general, athletic fields or facilities may be subject to a use agreement of up to five years with a possible option for extension when the requesting outside organization expends substantial resources to improve the field or facility, such as installing lights, irrigation systems, or scoreboards. Each such arrangement will be reviewed annually by the Facility Rental Department and may be discontinued if the use has caused adverse impacts to the school's athletic facilities or if the school has a need for the facility that conflicts with the outside use.

In advance of the spring, fall, and summer athletic programs, principals from each high school and the District will determine the needs for athletic fields and facilities. Agreements with outside organizations will be reviewed in light of these needs.

Each year, the Superintendent or designee will provide to the Board a report listing the athletic facilities subject to such use agreements, to include the organization using the facility, the type of use, and the improvements made or obligated.

Film Production:

For requests for the use of facilities by production companies, including movie, television, theatrical, and/or commercial productions, the Facility Rental Department in conjunction with the principal and under the supervision of the zone superintendent, on a case-by-case basis, may approve the use request and shall retain the right to review artistic content, including script and production schedule for appropriate use in a school setting.

Use of school facilities shall not be denied on the basis of an organization's religious, political or philosophical views and 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, color, religion, sex, national origin, age or disability.



Book	Operating Guidelines
Section	K - General Public Relations
Title	Use of School Facilities
Code	KG
Status	Active
Cross References	FRB - Safety KER - Fund Raising KG - Use of School Facilities KIA - Political Campaign Activities LEH - Community Youth Athletic Programs
Adopted	July 1, 1986
Last Revised	June 15, 2023
Last Reviewed	June 15, 2023

The Operating Guidelines for School Facilities are intended to provide an overview of the use of school facilities, including the types of organizations eligible to use district facilities, how to apply for facility use, the facility use approval process and the conditions, terms and rules for using the facilities of Fulton County Schools.

Types of Organizations Eligible to Use Facilities

I. School and District Use of Facilities by Priority

A. As established in [Board Policy KG](#), priorities for use of facilities will be:

1. School-Sponsored Activities
2. School-Affiliated Support Groups
3. Feeder Programs
4. Governmental Entities
5. Outside Organizations
 - a. Non-profit organizations that directly support District students; for profit businesses that directly support District students
 - b. Other non-profit organizations
 - c. Other for-profit organizations

B. School-Sponsored Activities must have the principal's advance approval, under the supervision of the area zone superintendent, and may not require an application to be submitted into the web-based reservation system or pay a fee for rental if they are a:

- Part of a school's curricular and/or extracurricular program; or
- Staff led activity; or
- Non-fundraising activity

For all other uses, an application must be submitted to the online web-based reservation system, accessible via the Facility Rental Department's webpage. See section VI. Use Agreements - Terms and Conditions.

II. Types of Facilities Available

A. School facilities that may be available for use include:

1. gymnasiums,
2. cafeterias,
3. classrooms,

4. playing fields and athletic fields,
5. auditoriums, theaters,
6. concession facilities,
7. media centers,
8. conference rooms,
9. parking lots and other common areas.

B. Requests to use other District facilities will be considered on a case-by-case basis by the Facility Rental Department in consultation with the Local Building Administrator (LBA).

Applying for Use of School Facilities

III. Application Process for Use of School Facilities

A. Fulton County Schools uses an online, web-based reservation system, accessible via the Facility Rental Department's webpage to receive and review facility use requests, including long-term rental agreements. Prior to making an initial facility rental request, renters must register as a user of the web-based reservation system via the District's website.

B. All rental applications must be submitted no less than 25 District operational days^[1] prior to the requested rental date.

C. The application must be submitted by the user who will be responsible for the activity or event. Please see the Facility Rental Process Flowchart posted on the Facility Rental webpage for additional information.

D. If the user plans to charge an admission fee, it must state the amount of the fee in the application and obtain prior approval, which will be reflected in the facility use agreement.

Facility Approval Process

IV. Application Review for Facility Use

A. The following factors will be considered in reviewing an application for facilities use, including both short-term rentals and long-term rental agreements:

- The priority (school-sponsored activities, school-affiliated support groups, feeder programs, governmental entities, outside organizations);
- the type of activity or event;
- its potential impact on the facility;
- the duration and frequency of the activity or event;
- the availability of adequate District personnel to oversee the facility during the activity or event;
- the number of participants expected;
- safety and security concerns;
- potential interference with other activities at the facility;
- the need for a rest period for the facility or grounds;
- any prior violations of policies, rules, procedures, or agreements including failure to timely pay facility rental fees and expenses; and
- other needs or interests of the school or the District.

V. Long-Term Rental Agreements for District Facilities

A. Renters requesting to establish a facility rental agreement or intergovernmental agreement of one to five years (maximum) should submit a proposal to the Land Management Department, which shall consider the proposal and the benefit to Fulton County Schools with input from the principal under the supervision of the zone superintendent. See the Land Management [webpage](#) for instructions on submitting a proposal.

- a. A contract period is for one year with an option to renew yearly for up to five years, provided the renter is not in default of the agreement.
- b. Contracts that contain renewal options beyond the initial year are contingent upon and, may not be entered into without, advance Board approval.

B. All organizations and all third-party program providers will be subject to the following vetting requirements:

1. Criminal background checks
2. E-Verify for work authorization
3. Certificate of Insurance
4. Proof of corporate registration and existence with the Georgia Secretary of State or applicable jurisdiction

Any intergovernmental agreement will also require that a list of third-party program providers be submitted annually to the District.

Terms, Conditions, and Rules

VI. Use Agreements - Terms and Conditions

A. In accordance with State law, each facility use agreement with an organization for the purposes of conducting or engaging in recreational, physical, or performing arts activity shall include but are not limited to:

1. setting forth the terms and conditions of the use of the facility;
2. including a hold harmless provision in favor of the District;
3. being revocable at any time by the District;

4. requiring the organization to maintain and provide proof of a minimum of \$1,000,000.00 in liability insurance coverage applicable to the use of the facilities and effective for the duration of such agreement; and
5. providing a citation that such agreement shall be governed by O.C.G.A. § 51-1-53.

B. Supervision Requirements

- a. Appropriate supervision must be present for activities involving children.
- b. At least one authorized representative of the organization shall be present during the activity or event.
- c. A school custodian and/or other District employee, as designated by the principal, must be present during indoor events or activities, but their attendance may be waived by the principal and Facility Rental Department for exterior outdoor activities or events.
- d. District employees are not permitted to give their building keys, gate keys, or key cards to any non-District employee.

C. Safety Guidelines

- a. School facilities shall not be used for anything other than the use(s) approved in the use agreement.
- b. All activities must be orderly and comply with all federal, state, and local laws.
- c. By using District facilities, each organization agrees to hold harmless and indemnify the District for any claim of loss, injury or damage resulting from the organization's use of the school facility.
- d. Approved users and their participants must stay in their assigned area at all times. Entry into other areas of the facility is not permitted.
- e. The number of attendees may not exceed the number authorized and the user must ensure compliance with local fire codes.
- f. School buildings are not designed to meet the codes of or permitted for residential occupancy so activities with planned sleep periods (e.g., sleepovers) are not allowed, except as necessitated by emergency.
- g. Use of lighted athletic fields must end by 10:30 p.m. Lights may remain on until all participants and attendees have safely left the fields.
- h. Facility users may not make any unapproved modifications to school facilities. This includes but is not limited to modifications to the electrical, heating, cooling, ventilation, or plumbing systems or to the structure or grounds of the facility.
- i. Alcohol, illegal drugs, weapons, and explosives are not allowed in school facilities or on school property.
- j. The use of tobacco products is prohibited in school facilities and on school property. Any use of such facilities must comply with [Policy KMA - Public/Employee Use of Tobacco Products](#).
- k. Parking is permitted only in designated parking areas. In no event shall any facility user or their employees, contractors, participants, or attendees park in any grass or turf areas.

D. Fundraisers/Advertising

- a. Fundraising by facility users must meet the requirements outlined in [Policy KEB - Fundraising](#).
- b. Tax-exempt organizations must provide a copy of their IRS determination letter and establish their legitimacy to the satisfaction of the Facility Rental Department before any fundraiser will be allowed at a school facility.
- c. Signs, banners, pennants, etc. limited to promoting the event may be erected on school property during the facility rental period only if the permission of the principal is obtained in advance and only if such displays comply with applicable laws, ordinances, rules, and regulations and do not deface school property. See Board [Policy KI: Advertising in the Schools](#) for more details.

E. Food and Beverage

- a. Arrangements for the sale of concessions by outside organizations must be made through the school principal under the supervision of the zone superintendent.
- b. Food and beverages are allowed inside school buildings and on the school grounds only if approved by the principal in compliance with school nutrition rules and processes set out in [Policy EEE - Wellness Policy](#) and [Policy EED - Sales of Food on School Premises](#).

F. Political Meetings

- a. Political forums held on school property must comply with [Policy KIA - Political Campaign Activities](#).

G. Filming, Theatrical Productions and Photography

- a. No "live" or "live-stream" filming is allowed at or in any school facility or on school grounds.
- b. Any theatrical production, film production, filming or still photography that will feature students must comply with District policies as well as all applicable laws, rules, and regulations governing student privacy, including the requirement to obtain signed waivers in advance.

VII. Cancellation of a Facility Use Agreement

A. The District reserves the right to deny an application by any renter or cancel the organization's facility rental agreement or intergovernmental agreement upon written notice when it deems such action to be in the best interest of the District or a school.

B. The renter is responsible for providing timely notification to its members or other participants of a cancellation. When schools are closed because of adverse weather or other emergencies, all use of school facilities is canceled.

VIII. Fees for Use of Facilities

A. General Operational Costs

- a. To comply with Georgia law, the District must recover certain operating costs from users resulting from their use of school facilities, which may include utilities, security, supervision, clean-up, maintenance, depreciation, overtime, and any other costs to the District. The fee schedule can be obtained from the Facility Rental Department webpage. Fees may be changed from time to time to reflect current costs.

B. Deposits

- a. At the discretion of the Facility Rental Department, renters 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 will result in the cancellation of the event.
- b. 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 Facility Rental 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, or may be applied to the facilities use fees incurred by the organization.

C. Additional Costs and/or Services

- a. A custodial fee for clean-up may be assessed if the organization does not leave the facility and grounds clean.
- b. The Facility Rental Department, in consultation with Fulton County Schools Police Chief or his/her designee, may require the renter to pay for or to provide Fulton County Schools police or other law enforcement or security personnel. The number of police protection or other law enforcement or security personnel needed is at the direction of the Fulton County Schools Police Chief or his/her designee.
- c. The renter may use tables and chairs if requested in advance. A set-up fee will be charged.
- d. Requests to use public address systems or audio-visual and presentation equipment will be considered on a case-by-case basis by the principal and may be charged to the renter.
- e. The following types of District equipment may not be used by renters: musical instruments, athletic equipment, computers, and technical or laboratory equipment.
- f. Access to the District's network will not be available and wi-fi to guests may be limited.
- g. Any use of a facility beyond the time specified in the rental application or use agreement is subject to additional fees charged in quarter-hour increments.

D. Payment Information

- a. If fees are not paid in full at least ten (10) District operational days in advance of the activity or event, permission to use the school facility may be withdrawn or a ten percent (10%) penalty fee may be assessed.
- b. Payment should be made payable to the Fulton County Board of Education and mailed to the Facility Rental Department at Administration Center, 6201 Powers Ferry Road, NW, Atlanta, GA 30339. At the discretion of the Facility Rental Department, other forms of payment may be requested. The District does not accept cash or direct wire payment.
- c. If an activity is canceled at least five (5) business days in advance of the activity or event, any prepaid user fee will be refunded, less any costs the District has incurred.
- d. If fees are past due, the District may refer the matter to collections. The user will not be able to rent or use any of the District's facilities until payment has been made in full.

IX. Fee Waiver Requirements

A. Organizations are only eligible to request a waiver of facility rental fees if they meet the following requirements:

- a. The use must be a School-Sponsored Activity, School-Affiliated Support Group, or Feeder Program; and/or
- b. User must provide goods or services to District students free of charge; and/or
- c. Users must provide services to District students that relate to counseling, tutoring and/or mentoring; and/or
- d. User must be a registered non-profit 501(c)(3).

B. The proposed event or activities must be approved by the principal, under the supervision of the zone superintendent, and Director of Land Management before a fee waiver request may be submitted.

C. The fee waiver request must be submitted and approved by the Board.

D. Other costs and/or obligations may still be required after a fee waiver is approved by the Board. See section VIII. C. for Additional Costs and/or Services

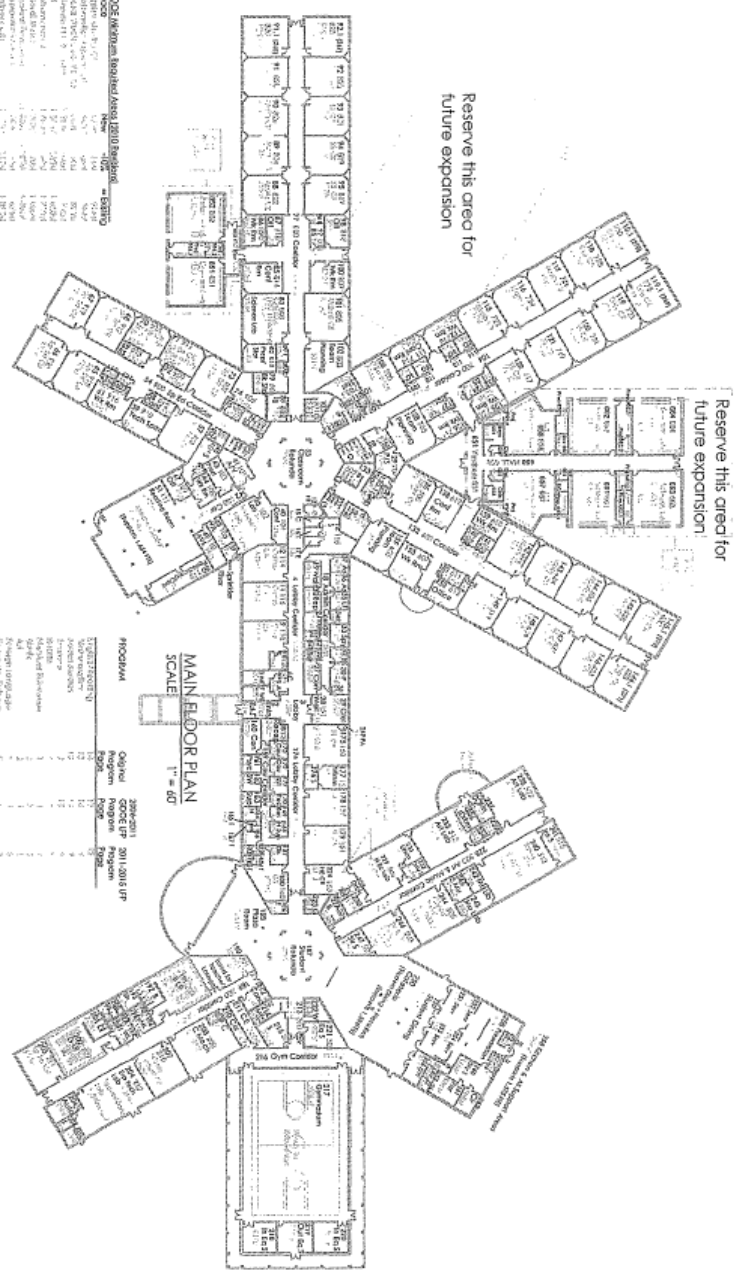
X. Insurance

A. Facility users are required to obtain and maintain liability insurance with limits of at least \$1 million relative to the event or activity, effective for the duration of the rental, naming Fulton County Schools as an additional insured. The organization's insurance certificate must be provided to the Facility Rental Department at the time of submitting the rental application in order for the organization to be approved to use any facility.

B. Facility users shall be responsible for all damage or destruction of property arising out of their use of school facilities and shall reimburse the District for the required repair or replacement cost associated with such damage or destruction.

[1] District operational days means weekdays on which the Land Management Department is not closed for a recognized District holiday, break, inclement weather, or emergency.

EXHIBIT C-2 Middle School



Reserve this area for future expansion

Reserve this area for future expansion

SCORES (MEASURE REQUIRED AREAS) 2011, 2015 (IP)

Program	2011	2015 (IP)
Mathematics	100	100
Reading	100	100
Science	100	100
Writing	100	100
Language Arts	100	100
History	100	100
Physical Education	100	100
Art	100	100
Music	100	100
Foreign Language	100	100
Health	100	100
Career/Technical Education	100	100
Special Education	100	100
Gifted/Talented	100	100
English as a Second Language	100	100
Other	100	100
Total	100	100

PROGRAM

Program	2011	2015 (IP)
Mathematics	100	100
Reading	100	100
Science	100	100
Writing	100	100
Language Arts	100	100
History	100	100
Physical Education	100	100
Art	100	100
Music	100	100
Foreign Language	100	100
Health	100	100
Career/Technical Education	100	100
Special Education	100	100
Gifted/Talented	100	100
English as a Second Language	100	100
Other	100	100
Total	100	100

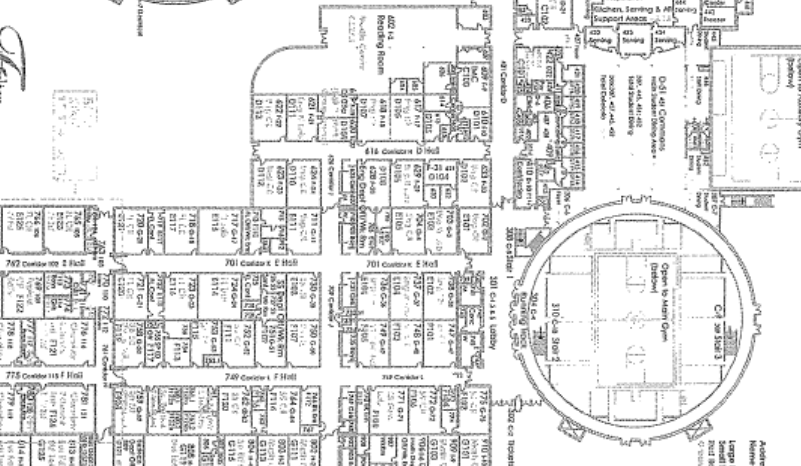
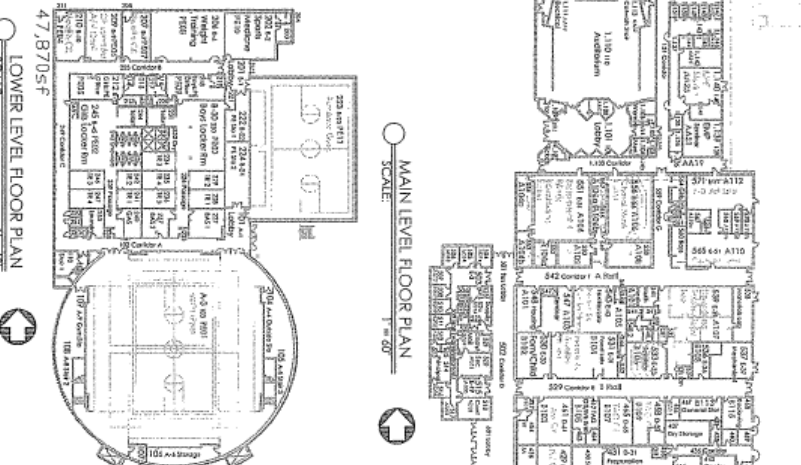
Stilton
County Schools
Where Students Come First

200-2015 IP Inventory Drawing
April 1, 2011

EXHIBIT C-3 High School

Original 02-07-2011-2015 IPE

PROGRAM	Page	Topic
1.0000	1	General Information
2.0000	2	Site Plan
3.0000	3	Site Plan
4.0000	4	Site Plan
5.0000	5	Site Plan
6.0000	6	Site Plan
7.0000	7	Site Plan
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Stillion
County Schools
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2011-2015 IPE Inventory Drawing
April 1, 2011