

**CITY OF FAIRFAX, VIRGINIA and
CITY of FAIRFAX SCHOOL BOARD
Cooperative Agreement For Use of School Facilities**

I. PURPOSE

The City of Fairfax School Board (the "School Board") and the City of Fairfax (the "City"), through its Department of Parks and Recreation (the "Department"), encourages the maximum use of City school buildings and grounds (the "School Facilities") consistent with the educational requirements of each facility. Jointly, the School Board and the City foster youth and civic activities that contributes to the well-being of the City and its citizens. To the greatest extent possible, the School Board and the City agree that School Facilities should be made available to the City outside of school hours and school use for community, educational, recreational, civic and cultural activities. It is understood that the School Board and the City share common interests, capabilities and resources.

The School Board and the City support the school/community concept and by this Agreement, the parties will continue such cooperation. By this Agreement, all parties understand that School Facilities will be available for school purposes including all after school activities as a first priority. This Agreement will correspond to Fairfax County Public School Board (FCPS) Policy and Regulation 8420. (Website: www.fcps.edu/fts/comuse)

II. PRIORITY USE OF SCHOOL FACILITIES

The use of School Facilities by the School Board for school and school related activities should be the first priority. School Facilities may be used for other activities according to the following priorities:

1. FCPS instructional and extracurricular programs;
2. School related groups such as parent-and-teacher associations and booster clubs, tutoring; and school business partners operating under special provisions.
3. City of Fairfax Government, City of Fairfax Parks and Recreation Department;
4. Fairfax County Department of Neighborhood and Community Services, community, youth, civic and other groups when space is available and at times that do not interfere with the previously stated priorities.

Reference Fairfax County Public Schools (FCPS) Regulation 8420 for details pertaining to the above categories.

III. SCHEDULING OF SCHOOL FACILITIES

The school shall be responsible for scheduling all indoor facilities during the summer in accordance with the priorities set above in Section II. If FCPS programs are offered at one of the locations, then arrangements shall be made between FCPS, City of Fairfax summer recreation camps and other City recreation activities to coexist.

The City School Board Superintendent will collaborate with FCPS to resolve any facility conflicts.

A. ELEMENTARY AND MIDDLE SCHOOLS – DANIELS RUN, PROVIDENCE AND LANIER MIDDLE SCHOOL

The scheduling of the gymnasiums and fields at the elementary and middle schools after normal school hours will be the responsibility of the Department. The Department through a designated representative of each school will coordinate the scheduling. Use of all other Indoor School Facilities at the elementary and middle schools will be determined and scheduled by the individual school throughout the year.

The scheduling of outside athletic facilities at the elementary and middle schools after normal school hours will be the responsibility of the Department throughout the year.

B. FAIRFAX HIGH SCHOOL

The scheduling of the gym and natural grass fields at Fairfax High School will be coordinated through the Community Activities Office. Use of all other Indoor School Facilities will be determined and scheduled by the individual school throughout the year. All activities scheduled at Fairfax High School – school, extracurricular and community – will be in accordance with the parking requirements and limitations of the City of Fairfax Special Permit, May 2012. See Addendum A for special exceptions to scheduling.

IV. FEES

All revenue collected for field use at Daniels Run and Providence Elementary and Lanier Middle School will be held at the City School Board office until the annual School Board/PRAB meeting. At the annual meeting the School Superintendent and Director of Parks and Recreation will propose distribution of funds based on joint priorities that support athletic field maintenance and enhancement as outlined in section VI of this agreement at Daniels Run and Providence Elementary and Lanier Middle School. It may also be recommended to retain the funds until such time a larger pool of funding is obtained to cover a specific maintenance or capital expense. Any funds not distributed and/or designated will carry over to the following year and can only be spent on the athletic school fields listed above.

V. PROGRAM SUPERVISION

The Department will designate a responsible staff member or volunteer supervisor to monitor the use of School Facilities. For unlighted outside athletic fields scheduled by the Department, the Department will not supervise the fields but will periodically check during the times of use. For lighted athletic fields (when the lights are used), the Department will ensure that lights are turned on and off at the required and approved times.

For gym and field use of School Facilities, the Department agrees to follow the procedures outlined in the Fairfax County Public Schools Policy and Regulation and notice 8420.

VI. MAINTENANCE AND ENHANCEMENT TO SCHOOL FACILITIES

The Department will be responsible for the maintenance, enhancement and improvements to the items listed below at the athletic fields at Daniels Run and Providence Elementary and Lanier Middle School. The football field at Fairfax High School is covered under the Stalnaker Agreement.

1. Mowing of grass on athletic fields at the elementary schools and Lanier Middle School.
2. Ball Diamond backstops at Daniels Run Elementary, Providence Elementary, Lanier Middle School; Athletic field lighting at Providence Elementary; dugouts for ball diamonds at Daniels Run Elementary and Providence Elementary; fencing around athletic fields at Daniels Run Elementary and Providence Elementary; The Bridge at Daniels Run; soccer goals and any other equipment related to athletic fields at Daniels Run Elementary, Providence Elementary and Lanier Middle School.
3. Any other structure that is placed on School Board property by the Parks and Recreation Department (i.e. ball field lights and storage facilities).

FCPS is responsible for maintenance of the the following facilities:

1. Playground equipment.
2. FHS Athletic Facilities with the exception of Stalnaker Field.
3. School Buildings and parking areas.
4. All other grounds not designated in VI, 1, 2, 3.

VII. IMPROVEMENTS TO SCHOOL FACILITIES

Improvements to any school facility suggested by the Department will be submitted in writing to the School Board by October 1 of each calendar year for consideration in the City's five year Capital Improvement Program. The School Board will then accept or reject the requested improvement and notify the Department and the City of its decision.

VIII. JOINT PLANNING AND FUTURE DEVELOPMENT

The School Board and the Parks and Recreation Advisory Board ("PRAB") will meet annually, no later than June 30 of each calendar year, to discuss joint planning of programs or future development of School Facilities that may be mutually beneficial to the school population and the community.

IX. STORAGE ON SCHOOL BOARD PROPERTY

The principal at each individual school will determine whether the Department will be permitted to store any City equipment at the school. Should the Department wish to build a facility to store equipment on School Board property, the Department shall follow the guidelines as outlined in sections VI and VII of this agreement.

X. AMENDMENT OF AGREEMENT AND COMMUNICATION

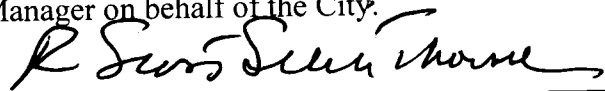
This agreement will be reviewed bi-annually prior to the joint planning meeting by a subcommittee consisting of two members each from the School Board and the PRAB. The chairmanship of the joint subcommittee will alternate. The School Board and the City must approve any amendments or changes to this agreement.

XI. AMENDMENTS

Any questions regarding the Agreement will be brought forward to the Superintendent of Schools and the Director of the Department.

XII. DURATION AND CANCELLATION

This Agreement shall remain in effect unless it is canceled either by the School Board or by the City upon thirty (30) days prior written notice to the Superintendent of Schools on behalf of the School Board or the City Manager on behalf of the City.



Mayor

ATTEST:

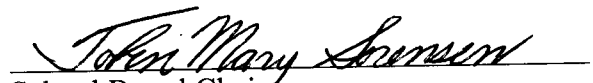

City Clerk

Modified: September 12, 2005

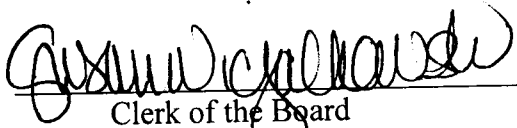
Modified: July 2, 2007

Modified: July 1, 2011

Modified: July 1, 2014


School Board Chair

ATTEST:


Clerk of the Board

Created: June 3, 1991
Modified: July 26, 2005
Modified: June 12, 2007
Modified: July 1, 2011
Modified: July 1, 2014