

The Evan Oglesby Foundation presented a request regarding the Old Toccoa Gym. We would like to provide an update on the request to the public to address the Board's commitment to help private organizations, community groups, children and youth in the community while protecting our investment in Schools as well as our fiduciary duty to the taxpayers of Stephens County and remain in compliance with all laws governing the local Board of Education.

We will begin by presenting prior discussions and events pertaining to the EO Foundation lease. While these events cover a large span of time and involve prior Board's and Superintendent. Compiled below is a listing of BOE minutes and events covering a timeline involving the agreements and negotiations between the SCBOE and the EO Foundation.

**12/13/2011**-(Minutes) The EO Foundation presented a proposed lease of the old Toccoa Gymnasium. The proposal was unanimously approved.

**2/23/12**- A lease was executed for a term of **5 years** beginning 1/1/12 and ending on 12/31/2016. The lease contained a termination clause by either party giving notice of at least 60 days. The lease contained a lease fee of **one dollar** (\$1.00) per year.

**6/16/15**- The EO Foundation was offered an identical lease for the property for a term of **5 years**.

**Due to the EO Foundation concerns of receiving potential grants, a request was made to offer a longer lease term.**

**7/21/15**- (Minutes) A revised lease was offered and approved for a term of **30 years**. The lease included a fee of **one dollar** (\$1.00) per year and an extension of the termination clause to 90 days.

**1/19/16**- (Minutes) There was no action concerning the request of the lease contract. Members reviewed both lease options including the lease offered the prior year by the BOE.

***Mr. Oglesby stated that he did not intend to sign the lease that was offered at the time.***

**4/19/16**-(Minutes) Mr. Oglesby publicly presented an argument regarding the length of the termination clause and inquired on the possibility of purchasing the facility.

The termination clause in question involves Georgia law binding School Boards. Information below was obtained from the Georgia School Board Association (GSBA) *The Risks of Multi-Year Contracts and the Potential Changing Legal Requirements, Harben, Hartley and Hawkins Law Firm (2012)*.

"Georgia's General Assembly has provided authority for political subdivisions to enter into certain multi-year agreements, but only when explicit language is used designed to bring them within constitutional bounds. In order to protect school districts from the potential consequences of "imprudent decisions" by prior boards of education, the statute, while allowing boards of education to enter into multi-year contracts for the lease real and personal property, provides that such a contract "shall be deemed to obligate the school system only for those sums payable during the calendar year of execution," unless it is a renewable contract. If the contract is properly renewed, it shall only obligate the school system for "those sums payable in the individual calendar year renewal term." O.C.G.A. § 20-2-506(d).

The same article states "Without voter approval, school boards are generally prohibited from binding themselves, as well as successor school boards, to the terms of a contract requiring performance for a period of time longer than one year."

**Through the end of the current lease term 12/31/16-There were no formal discussion.**

**2/23/17-** The SCBOE received a proposal to purchase the building with no monetary offer and a request for a 30-Year lease on Boyd Field and the land adjacent the Gymnasium.

Laws governing sale of Government property including Local Board of Educations

***O.C.G.A. 36-37-6 (2010) 36-37-6. Disposition of municipal property generally***

*(a) Except as otherwise provided in subsections (b) through (j) of this Code section, the governing authority of any municipal corporation disposing of any real or personal property of such municipal corporation shall make all such sales to the highest responsible bidder, either by sealed bids or by auction after due notice has been given. Any such municipal corporation shall have the right to reject any and all bids or to cancel any proposed sale.*

While the Board is committed to helping where it is possible, we must abide by legal requirements set for the Georgia Code and Georgia Constitution. The Board offered a 30-year lease over two years ago which was not accepted by the EO Foundation. We must move forward and wish only the best for the EO Foundation.

We felt it was important, the citizens of Stephens County know, we have followed due diligence and devoted significant time and effort to reach an agreement. We do listen and do care about the students and their education. It is the mission of this local Board of Education to utilize our resources to provide the best education to the children of this County. The members of this Board serve and strive to make the best decisions for the good of our students, teachers, administrators, parents and community.

Thank you,

Stephens County Board of Education