

Special Lease Agreement for Facility Use

This Special Lease Agreement for Facility Use is entered into by and between Mountain Education Center, Inc., referred to as the “Lessee” or “MEC” and the Gilmer County School District, referred to as the “Owner” or GCSD”. The Owner agrees to lease a portion of 1860 S. Main Street Ellijay, GA 30540 to the Lessee for the purpose of operating a Mountain Education Charter High School (MECHS) in Gilmer County.

The Owner and MEC enter into this Agreement in recognition and reliance upon the fact each party is a public, governmental entity subject to an array of Georgia legislative and regulatory obligations, which obligations serve to provide further and necessary assurances to each party, the public and the taxpayers of the State of Georgia. The Owner and MEC further recognize the unique and specialized nature of the educational services to be provided by MEC pursuant this Agreement. Finally, the Owner and MEC recognize and rely upon the fact that the leadership of each party holds educational certification(s) as issued by the Georgia Professional Standards Commission and are therefore subject to the Georgia Code of Ethics for educators.

The Owner leases to Lessee a portion of 1860 S. Main Street Ellijay, GA 30540, and the surrounding parking facilities and Lessee agrees to lease a portion of the 1860 S. Main Street Ellijay, GA 30540 (as defined below) upon the following terms and conditions:

1. Unless terminated as provided herein the lease will be for an initial term beginning on July 1, 2020 and ending on June 30, 2021, and for renewable, 12 months terms beginning July 1 and ending June 30 of each year thereafter. Unless terminated as provided herein this lease may be renewed upon the same terms and conditions upon the party’s mutual written agreement. The parties will endeavor to reach an agreement regarding renewal on or before June 1 preceding the expiration.
2. The lease includes those classrooms, bathrooms, cafeteria and administrative spaces as indicated on Exhibit “A” from (insert time, ex. (4 pm) until (insert time, ex. 10 pm), Monday-Friday each week during which MEC is in session, as well as regular work hours on (insert days, ex. Monday-Thursday) for office/administrative staff..
3. Lessee will abide by all State and Federal laws that pertain to Education and employment during its lease of Owner’s facility.
4. MEC will pay Owner \$15000 quarterly (September, December, March and June) to Owner for all facility use, custodial and other expenses of this lease, except as otherwise provided in Section 5, 6 or 8 below. The Owner will provide for custodial services for area that we lease. The Owner will need to invoice MEC quarterly for the payment amount by emailing an invoice accountspayable@mymec.org.
5. MEC will pay the cost upon demand of any actual damage to Owner’s personal or real property resulting from MEC’s use of Owner’s school, reasonable wear and tear excepted.
6. In the Owner’s sole discretion but only upon MEC’s written request, Owner may agree to make certain renovation and/or improvements to the facilities. In such event MEC will reimburse Owner for the actual cost of any renovation to the existing school facility that may be necessitated by MEC’s use of the Owner’s property.
7. MEC will be responsible for the hiring, firing, payment and supervision of its employees, including School Resource Officers. MEC may hire the Owner’s teachers and employees so long as the duties and hours of employment do not conflict with teachers’ or employees’ duties and responsibilities

- to Owner. The Owner will have **no** right to manage or control MEC's employees, nothing herein will be construed or interpreted to imply that Owner's employees and MEC's employees are joint or borrowed servants. The Owner will not be considered the "Statutory Employer" of a MEC employee solely because of the nature of employment.
8. GCSD will coordinate with MEC to establish a secured connection to MEC core operational systems using a dedicated connection to ETC for MEC operations. GCSD will bill MECHS for the cost of the ETC connection monthly. MEC will work with ETC directly if there are connectivity issues.
 9. MEC will ensure that the facility is used in an appropriate and clean manner during the term. .
 10. No portions of the building or grounds will be subleased without the express written consent of the Owner. The Lessee agrees to use the facility for educational and related uses only. Lessee will not use the facility for any other purposes or for any illegal purpose. The Lessee, its employees, and its students are only allowed access to those areas of the facility as specified in this Agreement.
 11. During the term of this Contract, MEC will maintain Comprehensive General Liability Insurance (GL) and Professional Liability/Errors and Omissions Insurance (E and O) with individual limits of not less than one million dollars, Georgia statutory limits for Worker's Compensation Insurance, and a minimum of \$500,000 in limits for Employer's Liability Insurance, to cover its personnel engaged in the performance of the services herein described as well as damages or other claims or expenses including attorney fees arising as a result of the performance of such services. MEC also holds a \$5 million umbrella insurance policy.
 12. A Certificate of Insurance, in a form satisfactory to the GCSD, underwritten by financial stable companies ("A" rated or better), evidencing said coverage will be issued to GCSD as Certificate Holder 15 days prior to the start date for the term of the Lease and prior to the performance of any services. No insurance will be accepted unless written by a company licensed by the State Insurance Commissioner to do business in the State of Georgia at the time the policy is issued, and the company must, in addition, be acceptable to GCSD.
 13. This lease may be terminated for the following:
 - a. For the convenience of either party with at least 30 days written notice;
 - b. For breach of a material term of this lease, provided that the non-breaching party provide the breaching party with a written notice of default that allows the breaching party at least ten calendar days to cure the default;
 - c. Immediately upon the second default for nonpayment of any of the agreed upon sums required to be paid or reimbursed by this lease;
 - d. Upon a change in State or Federal law that requires termination;
 - e. Upon mutual agreement.
 14. In the event the facilities are needed for educational purposes, the Owner reserves the right to relocate the MEC campus to other comparable and available school facilities within GCSD with at least 30 days written notice, and the parties agree that MEC may, in its sole discretion, terminate this agreement pursuant to Section 13(a) above in any such event.
 15. Nothing herein contained shall be construed to constitute a waiver of governmental, sovereign or official immunity of either MEC or the District. Nothing herein contained shall create a partnership between or joint venture by the parties hereto or constitute any party as the agent of the other. No party will hold itself out contrary to the terms of this section and agreement. Accordingly, no party will become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and will not be deemed to give any right or remedy to any such party whether referred to herein or not.
 16. MEC will abide by and follow the Owner's school calendar except as may be otherwise set forth in MEC's published school calendar. MEC acknowledges and agrees to close its school operation upon the unexpected closing of the Owner's school operation.

17. Any notices or other communication under this Agreement is to be in documented form. Any notice or other communications including invoices may be delivered personally or by U.S. first class mail, by postal service or commercial overnight delivery or may be transmitted by electronic means using the following contact information.

If to the GCSD contact:

Superintendent, Gilmer County Schools
Dr. Shanna Downs
134 Industrial Blvd
Ellijay, GA 30540
706-276-5000

If to Mountain Education Center, contact:

Dr. Charles Wayne Lovell, Superintendent
Mountain Education Charter High School
1963 Tom Bell Road
Cleveland, Georgia 30528
706.219.4664

with a copy to, contact:

Dan Murphy
Lewis & Murphy, LLP
149 W. Athens Street
Winder, Georgia 30680
770.867.7446
Danmurphy_1@msn.com

Any notices given under this Agreement is deemed to have been given on the date dispatched or transmitted, or if given personally, on the date such notice document was personally delivered. Contact information in this paragraph may be changed by the respective parties upon a documented notice delivered pursuant to this paragraph.

18. This Agreement will be deemed to have been executed in White County, Georgia and will be governed by, construed, interpreted and enforced in accordance with the laws of the State of Georgia.
19. If any term or provision under this Agreement, or any portion of this Agreement, is held to be invalid or unenforceable, it will not affect any other term or provision under this Agreement or any part of this Agreement.
20. This contains the full, entire and integrated lease and understanding between Owner and MEC with respect to the covenants, promises and agreements in this lease and no representations, warranties, provisions, covenants, agreements or understandings, written or oral, not in this agreement or lease contained or referred to will be of any force or effect. This lease may not be modified or amended except in writing signed by both parties to this lease.
21. The terms of this Agreement are jointly negotiated by and between the parties. As such, the parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement will be construed against the drafter of the agreement, will have no application to the terms and condition of this Agreement.
22. Time is of the essence in this Agreement.

23. Signatories hereto represent and warrant that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performances of such party's obligations hereunder have been duly authorized and that the Agreement is valid and a legal agreement binding upon each party and enforceable in accordance with its terms.
24. The parties affirm and agree that each party shall be bound by the Open Records Act as well as O.C.G.A. 20-14-45 et seq., including but not limited to the public disclosure of any document (such as the entities budget, audits, etc) required to be disclosed pursuant to that Code section.

Mountain Education Center, Inc.

Gilmer School District

By: _____
Dr. Charles Wayne Lovell
Superintendent

By: _____
Dr. Shanna Downs
Superintendent of School

Date: _____

Date: _____

Exhibit “A”
(Facility and Site Description)
Leased by Mountain Education Center, Inc.

1860 S. Main Street Ellijay, GA 30540