

USE OF SCHOOL FACILITIES FOR TELECOMMUNICATIONS EQUIPMENT

Policy Number: Board File: KFA

Purpose

The Board, as a service to the communities where its various school sites and facilities are located and as a source of revenue to the District, may license the use of its sites and facilities for the installation and maintenance of telecommunications and low power radio signal equipment owned by third-party entities ("licensees").

The District, in granting the use of its sites and facilities to telecommunications licensees, shall require at all times that the health and safety of its students, staff, and patrons are protected and the aesthetics and structural integrity of all sites and facilities will not be jeopardized by such use.

Guidelines

The granting of use of District sites and facilities for telecommunications purposes shall require that the prospective licensee adhere to the following procedures and guidelines:

1. Site Identification

- a. The District shall grant qualified, prospective licensees access to District facilities and sites for an assessment and testing purposes to determine the existence of the optimum location for equipment and antennas provided the prospective licensee agrees to indemnify District for any liens, claims, or damages while conducting this site and facility feasibility identification.
- b. Prospective licensees shall be given permission to contact appropriate jurisdictions to make preliminary investigation of zoning, land use, and other necessary permitting requirements on identified sites and facilities.

2. Submittal of Preliminary Design to District

Prospective licensees wishing to pursue the installation of telecommunications facilities on District sites and facilities, after completing its site and facilities identification process, shall submit to the District's executive director of Educational Support Services the following:

- a. Survey and legal description of proposed site.
- b. Design drawings and representations showing height, area requirements, and location of proposed telecommunications facilities.
- c. Detailed description of the equipment proposed to be installed and the improvements to be constructed on the telecommunications sites.

- d. Detailed description of the environmental, compatibility, and aesthetic impact of the proposed installation and construction on existing District use.
- e. Proposed source of electrical power and telephone connection.

3. License Agreements

Any license agreements or other contracts entered into with licensee shall include, as a minimum:

- a. A term not to exceed ten years.
- b. A monthly payment schedule that provides a level of compensation to the District that is normal among the market, and provides for periodic escalation.
- c. Indemnification of the District for any damages to property or injury to persons proximately caused by the use of operation of the telecommunications site or equipment, and assurances relative to the safety of students, staff, parents, and community members who use the building.
- d. Compliance with all applicable state and local zoning, land use, and building permit approval.
- e. Licensee responsibility for processing and obtaining all required permits, certificates, and approvals, including FCC permits, and for appearing at all hearings.
- f. Licensee responsibility for managing all construction and installation work on sites, subject to construction and safety standards promulgated or issued by the District.
- g. Nonexclusive use of sites and facilities with a covenant to cooperate with any other licensees utilizing the same sites.
- h. That all facilities and equipment installed by licensees shall accommodate all telecommunications equipment of the District.
- i. Limited access by licensee across District property to the facilities and site during construction, operation, and maintenance of the equipment and facility, which will not be disruptive to District use and shall follow all school and District policies and procedures for safety and security.
- j. That all improvements shall be installed and constructed at licensee's sole expense in workmanlike manner and shall be removed upon termination of the use agreement unless otherwise agreed to by the District, and the site and facilities shall be restored to original condition.
- k. Licensee responsibility for maintaining and keeping sites and facilities in good repair.
- l. Licensee responsibility for the payment of all utilities, operating costs, and any taxes associated with a telecommunications use.

m. Licensee responsibility to maintain liability, property, and workers compensation insurance in such reasonable amounts as the District shall specify, in all cases naming the District as an additional insured.

n. No assignment by licensee without prior written consent from the District.

o. Final approval by the District, which shall take into account the proposed location of the site, the compatibility with the surrounding neighborhood, the aesthetic integration of the facility, the requested term the consideration offered, the safety and structural impact of the facility on existing uses, and the benefit to the District's telecommunication needs.

p. The visual impact of the antenna installation shall be consistent with the design of the school, as unobtrusive as possible, and not detract from the architectural integrity of the building.

4. No Vested Rights

This policy is not intended to vest any right to the use of District facilities and sites by any third party or prospective licensee. Approval of any telecommunications facility and use ultimately rests solely with the Board and shall be determined on a case-by-case basis.

Allocation of Revenues

Revenues derived by the District through the leasing or licensing of sites or facilities to telecommunications licensees shall be deposited in the general fund of the District. Unless otherwise determined by the Board, the chief operating officer, or the executive director of Educational Support Services, revenues attributable to any agreement to allow the use of a school site for telecommunications purposes under this policy shall be distributed as follows:

10 percent to the school where the telecommunications use will occur and 10 percent to the District's division of operations and maintenance to allow for inconvenience and expenses related to negotiating, establishing, and maintaining the telecommunications equipment. The remaining 80 percent to be put into the general fund for annual distribution, at the end of each fiscal year, to all schools in the District on a per pupil basis for the purpose of addressing the District Strategic Plan, as determined by each of the feeder groups.

If a school receives revenues from a telecommunications agreement in a form other than cash, such as services or equipment, then the distribution will be determined by the chief operating officer in a manner that consistent with these formulas.

Adopted: December 5, 2000