

INTRODUCED: September 23, 2019

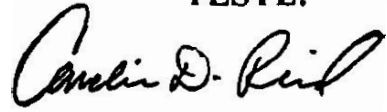
AN ORDINANCE No. 2019-266

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Facility Use Agreement between School Board of the City of Richmond and City of Richmond for the purpose of facilitating the joint use of the City's public schools and Department of Parks, Recreation and Community Facilities' properties and facilities.

Patron – Mayor Stoney

**A TRUE COPY:
TESTE:**

Approved as to form and legality
by the City Attorney



City Clerk

PUBLIC HEARING: OCT 14 2019 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Facility Use Agreement between School Board of the City of Richmond and City of Richmond for the purpose of facilitating the joint use of the City's public schools and Department of Parks, Recreation and Community Facilities' properties and facilities. The Facility Use Agreement between School Board of the City of Richmond and City of Richmond shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

§ 2. This ordinance shall be in force and effect upon adoption.

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: OCT 14 2019 REJECTED: _____ STRICKEN: _____



RECEIVED
AUG 20 2019
CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

4-9089

AUG 21 2019

Office of the
Chief Administrative Officer

O&R REQUEST

DATE: August 12, 2019 **EDITION** 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

JS 2/13/19
[Signature]

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Reginald E. Gordon, Interim Deputy Chief Administrative Officer-HS

[Signature]

THROUGH: Jay Brown – Director of Budget and Strategic Planning

JB

FROM: Christopher Frelke, Director of Parks and Recreation & Community Facilities

[Signature]

RE: To Authorize the Chief Administrative Officer to enter into a Joint Facility Use Agreement with the School Board of the City of Richmond

ORD. OR RES. No. _____

PURPOSE: To request the adoption of an ordinance authorizing the CAO to enter into a Facility Use Agreement with the School Board of the City of Richmond in furtherance of Resolution No. 95-R132-127 adopted May 8, 1995 which provided cooperative efforts and partnerships between the Department of Parks, Recreation and Community Facilities and Richmond Public Schools.

REASON: The City Department of Parks, Recreation and Community Facilities (PRCF) and Richmond Public Schools (RPS) recognize the financial and social benefits to the community of entering into a partnership for the joint use of RPS and PRCF property and facilities and desire an ordinance be adopted to enter such an agreement consistent with Richmond City Code Division 10, Section 2-484(b).

RECOMMENDATION: The City Administration recommends adoption of this ordinance.

BACKGROUND: Parks, Recreation and Community Facilities and Richmond Public Schools share the use of all facilities and equipment whenever possible. During non-school hours, PRCF activities use RPS facilities on a first priority use of the instructional and common use areas of school facilities, to include school buildings and grounds. PRCF reimburses RPS at an agreed upon hourly rate for additional staff cost associated with the use of the school facilities after normal working hours and during weekends, school holidays, regularly scheduled extended holidays or summer vacations. RPS reimburse PRCF the cost for additional staff associated with their use of PRCF facilities after normal working hours and during weekends and holidays.

FISCAL IMPACT / COST: Parks, Recreation and Community Facilities has budgeted staff cost associated with the use of facilities after RPS normal working hours.

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: None

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon adoption

REQUESTED INTRODUCTION DATE: September 23, 2019

CITY COUNCIL PUBLIC HEARING DATE: October 14, 2019

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Education and Human Services Standing Committee

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:

AFFECTED AGENCIES: Parks & Rec, Budget, and Finance Departments

RELATIONSHIP TO EXISTING ORD. OR RES.:

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Facility Use Agreement between PRCF and RPS

STAFF: Chris Frelke – Director of Parks, Recreation & Community Facilities 646-1128
Isaac Adedokun - Parks, Recreation & Community Facilities-646-5703
Ray Chavis – Parks, Recreation & Community Facilities 646-1084

FACILITY USE AGREEMENT

between

SCHOOL BOARD OF THE CITY OF RICHMOND

and

CITY OF RICHMOND

THIS AGREEMENT, is made and entered into this _____ day of _____, 2019 by and between the School Board of the City of Richmond (the "School Board") and the City of Richmond, a municipal corporation of the Commonwealth of Virginia (the "City"), acting for the purpose of this Agreement through its Department of Parks, Recreation and Community Facilities ("DPRCF"), collectively the "Parties".

WHEREAS, Virginia Code Section 22.1-131 authorizes school boards to permit the use of various school property upon such terms and conditions as it deems appropriate; and

WHEREAS, Richmond City Code Division 10, Section 2-484 (b) authorizes the DPRCF to use various school properties under reasonable circumstances as established by the School Board; and

WHEREAS, City Resolution No. 95-R132-127 encourages the School Board and DPRCF to work together to provide services to the community; and

WHEREAS, the School Board manages and controls real property used for educational purposes in the city of Richmond, including facilities and active use areas that can be used by the City for community recreational purposes; and

WHEREAS, under appropriate circumstances, these publicly held facilities should be used most efficiently to maximize use and increase recreational opportunities for the community; and

WHEREAS, the School Board and the City desire to enter into an agreement governing the use of School Board facilities as described below (hereinafter "Agreement").

NOW, THEREFORE, the School Board and the City agree to cooperate with each other as follows:

1.0 Term of Agreement

This Agreement shall commence upon signature of all parties and continue through September 7, 2020 unless terminated sooner as provided for in section 11.0 of this Agreement. The term of this Agreement shall automatically renew on September 7, 2020 for a period of one year and in a like manner in succeeding years, unless terminated pursuant to section 11.0 of this Agreement.

2.0 Facilities Covered

2.1 Indoor Facilities

For purposes of this Agreement, the term "Indoor Active Use Areas" means the designated cafeterias, gymnasiums, classrooms, auditoriums, and auxiliary gymnasiums. Terms of this Agreement will apply to all Indoor Active Use Areas managed and controlled by the School Board at the locations identified in Attachment A to this Agreement, the Arthur Ashe Center located at 3001 N. Arthur Ashe Blvd., Richmond, VA 23230, and any other School Board facility for which the City has obtained the appropriate permit for use. The School Board and the City shall have the right to add or exclude Indoor Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by both Parties.

2.2 Outdoor Facilities

For purposes of this Agreement, the term "Outdoor Active Use Areas" means the designated athletic fields, basketball courts, tennis courts, playgrounds, and parking lots. Terms of this Agreement will apply to all Outdoor Active Use Areas managed and controlled by the School Board at the locations identified in Attachment A to this Agreement and any other School Board facility for which the City has obtained the appropriate permit for use. The School Board and the City shall have the right to add or exclude Outdoor Active Use Areas during the term of this Agreement, provided that any such change shall be in writing and approved by both Parties.

2.3 Active Use Areas

The term "Active Use Areas" will be used for both Indoor and Outdoor Active Use Areas.

3.0 City Use of Active Use Areas

The School Board shall be entitled to the exclusive use of all Active Use Areas for public school and school-related educational and recreational activities, including summer school, and, at such other times as Active Use Areas are being used by the School Board or its agents.

The City shall be afforded first priority access to Active Use Areas when such use does not conflict with School Board activities or non-School Board related events which have been previously approved by the School Board including the Permitted Use of Active Use Areas and equipment by community partners pursuant to partnership agreements.

3.1 City Access to Indoor Active Use Areas

3.1.1 The City shall have access to Indoor Active Use Areas to open them for use by students for the Before School Program (BSP) and After School Program (ASP) at the locations identified in Attachment A to this Agreement. The BSP operates

from 7:00 AM to 9:00 AM and the ASP operates from the time of school dismissal to 6:00 PM, with the exception of the ASP at Patrick Henry Elementary School which operates from 2:00 PM to 5:30 PM. Such use shall be referred to as "Indoor Public Access Hours".

The BSP and ASP will be open on the same schedule as the School Board. For example, if the School Board Facility is closed due to inclement weather, holiday, or planned break the BSP and ASP will also be closed.

3.1.2 The City shall obtain the appropriate permit to access Indoor Active Use Areas outside of those times stated in section 3.1.1 above. Such use shall be referred to as "Indoor Permitted Use Hours".

If a paying event is scheduled after the City has scheduled an activity or event at the Arthur Ashe Center during Indoor Permitted Use Hours, the City will relinquish its right to use the Indoor Active Use Area provided the School Board delivers written notice at least thirty (30) days in advance of the City's scheduled activity or event. However, if cancellation will result in significant financial loss to the City due to advertising costs, ticket sales or some other substantial financial investment in the planning of the activity or event, the School Board shall honor the City's use of the facility during Indoor Permitted Use Hours.

3.2 City Access to Outdoor Active Use Areas

3.2.1 The City shall be entitled to access Outdoor Active Use Areas to open them for use by students during the BSP and ASP, when the School Board or its agents are not using the Outdoor Active Use Areas. Such use shall be referred to as "Outdoor Public Access Hours".

3.2.2 The City shall obtain the appropriate permit to access Outdoor Active Use Areas outside of those times stated in section 3.2.1 above. Such use shall be referred to as "Outdoor Permitted Use Hours".

3.3 Parking Facilities

During Public Access Hours and Permitted Use Hours the School Board shall make available for public parking the parking facilities associated with the facility.

4.0 Compliance with Law

All use of School Board property shall be in accordance with state and local law. In the case of a conflict between the terms of this Agreement and the requirements of state law, the state law shall govern. Any actions taken by the School Board or the City that are required by state law, but are inconsistent with the terms of this Agreement shall not be construed to be a breach or default of this Agreement.

5.0 Obligations of the City

5.1 Designation of Employee

The City shall designate an employee with whom the School Board, or any authorized agent of the School Board, may confer regarding the terms of this Agreement.

5.2 Access and Security

5.2.1 The City shall provide the personnel necessary to open and close the Active Use Areas during Public Access Hours and Permitted Use Hours and personnel will be present throughout the duration of the activity or event.

5.2.2 As agreed upon by the Parties, based on the size and scope of the activity or event, the City is required to provide outside security to be present throughout the duration of the activity or event, at the City's sole expense, during Permitted Use Hours.

5.3 Inspection and Notification

The City shall maintain the Indoor and Outdoor Active Use Areas in the condition they were received. Prior to and at the conclusion of the use of Active Use Areas during Public Access Hours and Permitted Use Hours, the Parties shall jointly inspect and document the condition of the area and whether any damage is noted as a result of improper use of the area. The School Board shall notify the City in writing, within three (3) days of inspection, of any damage and request for repairs. The School Board's failure to do so shall constitute a waiver of ability to recover any damages.

5.4 Supervision

5.4.1 Indoor Active Use Areas During Public Access Hours

Each BSP and ASP shall have a designated site leader (see Attachment A). In addition to the site leader, the City shall provide at least two personnel, to be present throughout the duration of the BSP or ASP, to direct or supervise activities at Indoor Active Use Areas. Based on the size of the BSP or ASP, additional personnel may be required, as agreed upon by the Parties. The City shall enforce all School Board rules, regulations, and policies provided by the School Board while supervising community activities at Indoor Active Use Areas. The City shall certify that the personnel designated to direct or supervise activities has not been convicted of a felony or any offense involving the sexual molestation, physical sexual abuse, or rape of a child or any other sexual abuse of a child. The School Board reserves the right to terminate Indoor Public Access Hours if there is inadequate supervision.

5.4.2 Indoor Active Use Areas During Permitted Use Hours

As agreed upon by the Parties, based on the size and scope of the activity or event, the City shall provide at least two personnel to be present throughout the duration of the activity or event during Permitted Use Hours. The City shall certify that the personnel designated to direct or supervise activities has not been convicted of a felony or any offense involving the sexual molestation, physical sexual abuse, or rape of a child or any other sexual abuse of a child. The School Board reserves the right to terminate Indoor Permitted Use Hours if there is inadequate supervision.

5.4.3 Outdoor Active Use Areas During Public Access Hours

Each BSP and ASP shall have a designated site leader (see Attachment A). In addition to the site leader, the City shall provide at least two personnel, to be present throughout the duration of the BSP or ASP, to direct or supervise activities at Outdoor Active Use Areas. Based on the size of the BSP or ASP, additional personnel may be required, as agreed upon by the Parties. The City shall enforce all School Board rules, regulation, and policies provided by the School Board while supervising community recreational activities at Outdoor Active Use Areas. The City shall certify that the personnel designated to direct or supervise activities has not been convicted of a felony or any offense involving the sexual molestation, physical sexual abuse, or rape of a child or any other sexual abuse of a child. The School Board reserves the right to terminate Outdoor Public Access Hours if there is inadequate supervision.

5.4.4 Outdoor Active Use Areas During Permitted Use Hours

As agreed upon by the Parties, based on the size and scope of the activity or event, the City shall provide at least two personnel to be present throughout the duration of the activity or event during Permitted Use Hours. The City shall certify that the personnel designated to direct or supervise activities has not been convicted of a felony or any offense involving the sexual molestation, physical sexual abuse, or rape of a child or any other sexual abuse of a child. The School Board reserves the right to terminate Outdoor Permitted Use Hours if there is inadequate supervision.

5.5 Arthur Ashe Center

The City will be responsible for any costs associated with any special arrangements, equipment, staffing and security required for an activity or event during Permitted Use Hours at the Arthur Ashe Center. The City shall not be responsible for the rental fee, which the School Board shall waive, and any routine operating costs associated with the City's use of the Arthur Ashe Center during Permitted Use Hours.

5.6 Equipment and Storage

The City shall furnish all expendable materials necessary to carry out its programs. To the extent that storage is available, the School Board will store the City's equipment in a secure area at a location specified by the School Board.

5.7 Custodial

5.7.1 Public Access Hours

The School Board shall make its trash receptacles available during Public Access Hours. The City shall encourage community users to dispose of trash in the trash receptacles and strive to maintain the Active Use Areas in neat, orderly, and sanitary condition at all times during Public Access Hours.

There shall be no custodial fees associated with the BSP and ASP.

5.7.2 Permitted Use Hours

The School Board shall make its trash receptacles available during Permitted Use Hours. The City shall encourage community users to dispose of trash in the trash receptacles and strive to maintain the Active Use Areas in neat, orderly, and sanitary condition at all times during Permitted Use Hours.

The City shall pay the cost of custodial services for each hour after regular working hours, on weekends and holidays. The current rate is \$28.82 per hour. The regular custodian schedules are attached to this Agreement for convenience. (Attachment B). Upon the conclusion of Permitted Use of Active Use Areas, City personnel and the School Board custodian shall confirm the number of hours of custodial services by signing a Facilities Use Form. (Attachment C). The City will submit the Facilities Use Form to the School Board within forty-eight (48) hours of the Permitted Use of Active Use Areas. The School Board will provide the City with an invoice for custodial services quarterly with payment due within forty-five (45) days of receipt of the invoice. The City shall notify the School Board within seven (7) days of any dispute related to payment for custodial services. The Parties shall attempt to resolve any dispute related to payment for custodial services so that the invoice is paid within forty-five (45) days of being issued.

6.0 Obligations of the School Board

6.1 Designation of Employee

The School Board shall designate an employee with whom the City, or any authorized agent of the City, may confer regarding the terms of this Agreement.

6.2 Access and Security

The School Board shall provide access to the Active Use Areas as described herein. A School Board employee is required to be present at the Active Use Area during Public Access Hours and Permitted Use Hours and shall close the Active Use Area after an activity or event ends.

6.3 Inspection and Notification

Prior to and at the conclusion of the use of Active Use Areas during Public Access Hours and Permitted Use Hours, the Parties shall jointly inspect and document the condition of the area and whether any damage is noted as a result of improper use of the area. The School Board shall notify the City in writing, within three (3) days of inspection, of any damage and request for repairs. The School Board's failure to do so shall constitute a waiver of ability to recover any damages. Such notice shall comply with section 19.0 of this Agreement identifying the Active Use Area, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property replacement.

6.4 Building Principal

The building principal, if applicable, is responsible for the daily administration and operation of the Active Use Areas. The building principal reserves the right to recommend to the superintendent that the City's use of Active Use Areas be suspended as a result of noncompliance with the terms of this Agreement.

6.5 Arthur Ashe Center

The School Board shall waive any rental fees and be responsible for routine operating costs associated with the City's use of the Arthur Ashe Center during Permitted Use Hours. The City will be responsible for any other costs as detailed in section 5.5 of this Agreement.

6.6 Equipment and Storage

The School Board shall store the City's equipment, as available, in a secure area at a location specified by the School Board.

6.7 Transportation

The School Board shall provide transportation when available, at the request of the City, to students participating in City DPRCF activities and events at Active Use Areas during Permitted Use Hours. The current transportation rate is \$24.86/hour plus \$1.92/mile. Pick-up and drop-off locations will be designated by the Parties.

There will be no cost for cancellation of transportation services prior to the scheduled transportation service date and time; however, there will be a two (2) hour charge for requests that are cancelled after the transportation is en route to the pick-up location.

The School Board will provide the City with an invoice for transportation services within seven (7) days of the service being provided with payment due within forty-five (45) days of receipt of the invoice. The City shall notify the School Board within seven (7) days of any dispute related to payment for transportation services. The Parties shall attempt to resolve any dispute related to payment for transportation so that the invoice is paid within forty-five (45) days of being issued.

6.8 Custodial

6.8.1 Public Access Hours

See section 5.7.1 above.

6.8.2 Permitted Use Hours

See section 5.7.2 above.

6.9 Toilet Facilities

The School Board shall make indoor restroom facilities available during Indoor Public Access Hours and Indoor Permitted Use Hours. If available, the School Board shall make permanent outdoor restroom facilities accessible during Outdoor Public Access Hours and Outdoor Permitted Use Hours. The School Board shall maintain these restroom facilities.

6.10 Maintenance

The School Board shall perform normal maintenance of Active Use Areas at a basic level of service subject to normal wear and tear. The School Board shall notify the City of any known changes in condition of the Active Use Areas within twenty-four (24) hours of becoming aware of any changes in condition.

7.0 Restitution and Repairs

The City shall be responsible for any restitution or repairs resulting from the City's improper use of Active Use Areas during Public Access Hours and Permitted Use Hours.

7.1 Inspection and Notification

The School Board shall, through its designated employee, inspect and notify the City of any damage, as described above in section 6.3.

7.2 Disagreements

The City shall retain the right to disagree with any and all items of damage to buildings, facilities, property, or equipment as identified by the School Board, provided this disagreement is made in writing within seven (7) days after a first notification.

7.2.1 The City shall notify the School Board of any disagreements clearly identifying the reasons for refusing responsibility for the damages. Such notice shall be pursuant to the terms of section 19.0 of this Agreement.

7.2.2 After proper notification, designated representatives of the City and the School Board shall make an on-site investigation and attempt to settle the disagreement.

7.2.3 In the event an agreement cannot be reached, the matter shall be referred to the City of Richmond Director of Parks, Recreation and Community Facilities and the School Board Superintendent, or their designees, for resolution.

7.2.4 The School Board shall have the right to make immediate emergency repairs or replacements to property without voiding the City's right to disagree.

8.0 Operational Costs

8.1 Documentation of Costs

The City and the School Board shall maintain records of costs associated with this Agreement.

8.2 Payment of Overtime

The City shall bear the cost of any overtime incurred for School Board custodial staff in carrying out this Agreement pursuant to section 5.7.2 of this Agreement.

9.0 Liability

The Parties understand and agree that to the extent permitted by law, the City will be liable for any and all costs, damages, or expenses arising from any injury to persons or property at an Active Use Area attributable to the negligence of the City, its employees or agents.

10.0 Insurance

10.1 School Board

The School Board shall maintain Property Insurance for each of the Active Use Areas and Automobile Insurance for each vehicle used for transportation pursuant to this Agreement.

10.2 City

The City shall maintain General Liability Insurance and Worker's Compensation Insurance pursuant to this Agreement.

10.3 Waiver of Subrogation

The Parties agree to a waiver of subrogation.

11.0 Termination

Either Party may terminate this agreement for any reason at any time prior to its expiration upon sixty (60) days written notice. Notice of termination shall be pursuant to section 19.0 of this Agreement.

12.0 Assignments

This Agreement shall only inure to the benefit of the Parties. The rights, duties, and obligations under this Agreement shall not be assigned to any third party.

13.0 Non-Discrimination

The Parties agree that at no time shall discrimination against any person on the grounds of race, religious affiliation, national origin, disability, or age be tolerated throughout the City's use of Active Use Areas.

14.0 Amendment

The Parties may amend this Agreement at any time by mutual consent. Unless otherwise provided herein, the Agreement may only be amended in writing.

15.0 Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Virginia.

16.0 Complete Agreement

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior assignments, whether written or oral, regarding the use of any Active Use Areas between the Parties.

17.0 Severability

It is the intention of the Parties that each section, paragraph, sentence, clause and phrase of this Agreement is severable, and if any section, paragraph, sentence, clause or phrase of this Agreement

shall be declared unconstitutional or otherwise invalid by a valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any remaining section, paragraph, sentence, clause or phrase of this Agreement.

18.0 Authorization for Payment of Past Due Invoices

In addition to future payment for custodial services, this Agreement authorizes payment for custodial services for past due and current invoices related to the City's use of Active Use Areas. The total amount estimated due for past due and current invoices at the time of the writing of this Agreement is \$63,388.01. Any past due and current invoices owed by the City shall be paid to the School Board within thirty (30) days of the signing of this Agreement. Future payments shall be paid pursuant to the terms of this Agreement.

19.0 Notices

Any notice to be given under this Agreement shall be in writing and shall be considered as properly given or made if delivered personally, by messenger, by recognized overnight courier service or by registered or certified U.S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

The School Board/RPS

Darin Simmons
Chief Operating Officer
Richmond Public Schools
301 North Ninth Street, 17th Floor
Richmond, Virginia 23219
Phone: (804) 780-7707
dsimmons2@rvaschools.net

The City

Christopher Frelke
Director of Parks, Recreation and Community Facilities
City of Richmond
209 Admiral Street
Richmond, Virginia 23220
Phone: (804) 646-1128
Christopher.Frelke@richmondgov.com

20.0 Subject-to-Appropriations Clause

All payments and other performance by the City under this Agreement are subject to annual appropriations by the City Council; consequently, this Agreement shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder. Nothing in this Agreement shall be interpreted or construed as a requirement that the City indemnify, hold harmless, or defend the School Board or any other party. Notwithstanding

anything in this agreement to the contrary, the payments to be made by the City under this Agreement shall not exceed \$100,000.00 during any given fiscal year during the Term and any Renewal Term of this Agreement. The total cumulative liability of the City, its officers, employees, and agents in connection with this Agreement, or in connection with any actions or omissions relating to this Agreement shall not under circumstances exceed payment of the dollar amount set forth above in this section.

21.0 Schedule of Attachments

The following attachments are incorporated into this Agreement by reference:

Attachment A: BSP and ASP Active Use Areas

Attachment B: Custodial Schedules

Attachment C: Facilities Use Form

SIGNATURE PAGES AND ATTACHMENTS TO FOLLOW

CITY:

By:

Selena Cuffee-Glenn
Chief Administrative Officer

Date: _____

APPROVED AS TO TERMS:

By:

Christopher Frelke, Director of Parks,
Recreation and Community Facilities,
City of Richmond

Date: _____

APPROVED AS TO FORM:

Keisha Dillard-Brady

Keisha Dillard-Brady
Assistant City Attorney

Date: 9/17/2019

SCHOOL BOARD OF THE CITY OF RICHMOND

By:

Jason Kamras
Superintendent
Richmond Public Schools

Date: _____

By:

Darin Simmons
Chief Operating Officer
Richmond Public Schools

Date: _____

APPROVED AS TO FORM:

Harrell & Chambliss LLP

Date: _____

ATTACHMENT A

BSP and ASP ACTIVE USE AREAS

The following schools are sites of both a BSP and an ASP operating during the Term of this Agreement:

- A. **BELLEVUE ELEMENTARY SCHOOL** – 2301 E. Grace St. Richmond, VA 23223
School Principal – V. Tanaia Hines Site Leaders – Shenita Sims (BSP and ASP)
- B. **BLACKWELL ELEMENTARY SCHOOL** – 1600 Everett St. Richmond, VA 23224
School Principal – Teresa Anderson Site Leaders – To Be Determined (BSP) and Robin Borders (ASP)
- C. **BROAD ROCK ELEMENTARY SCHOOL** – 4615 Ferguson Ln. Richmond, VA 23234
School Principal – Teya Green Site Leaders – To Be Determined (BSP) and Patricia Jeter (ASP)
- D. **FAIRFIELD COURT ELEMENTARY SCHOOL** – 2510 Phaup St. Richmond, VA 23223
School Principal – Demetri Sermons Site Leader – Tanisha Matthews (BSP and ASP)
- E. **GEORGE W. CARVER ELEMENTARY SCHOOL** – 1110 W. Leigh St. Richmond, VA 23220
School Principal – Tiawana Giles Site Leaders – Courtney Graves (BSP) and Enid Holley-Graves (ASP)
- F. **G H REID ELEMENTARY SCHOOL** – 1301 Whitehead Rd. Richmond, VA 23225
School Principal – Angela Delaney Site Leaders – Dorothy Cooper (BSP) and Cynthia Hartsfield (ASP)
- G. **JOHN B. CARY ELEMENTARY SCHOOL** – 3021 Maplewood Ave. Richmond, VA 23221
School Principal – Michael Powell Site Leaders – Eltena Fisher (BSP and ASP)
- H. **WESTOVER HILLS ELEMENTARY SCHOOL** – 1211 Jahnke Rd. Richmond, VA 23225
School Principal - Alison El Koubi Site Leader – Alice Taliaferro (BSP and ASP)

**I. OVERBY-SHEPPARD ELEMENTARY SCHOOL – 2300 1st Ave. Richmond, VA
23222**

School Principal – Shayla Holeman

Site Leader – Shantelle Peram (BSP and

ASP)

**J. CHIMBORAZO ELEMENTARY SCHOOL – 3000 E. Marshall St. Richmond, VA
23223**

School Principal – David Peck
Carolyn Hewlett (ASP)

Site Leader – To Be Determined (BSP) and

The following schools are sites of just an ASP:

**A. BARACK OBAMA ELEMENTARY SCHOOL – 3101 Fendall Ave. Richmond, VA
23222**

School Principal – Jennifer Moore

Site Leader – Jemiah Arrington

**B. GINTER PARK ELEMENTARY SCHOOL – 3817 Chamberlayne Ave. Richmond,
VA 23227**

School Principal – L. Michelle Jones

Site Leader – Debra Blackwell

**C. MILES JONES ELEMENTARY SCHOOL – 200 Beaufont Hills Dr. Richmond, VA
23225**

School Principal – Sonya Shaw

Site Leader – Colleen Crump

**D. PATRICK HENRY ELEMENTARY SCHOOL – 3411 Semmes Ave. Richmond, VA
23225**

School Principal – Eileen Atkinson

Site Leader – Jake Holmes

**E. SWANSBORO ELEMENTARY SCHOOL – 3160 Midlothian Tpke. Richmond, VA
23224**

School Principal – Dr. Wayne Scott

Site Leader – DeBora Holiday

ATTACHMENT B

CUSTODIAL SCHEDULE FOR APPROVED SCHOOL SITES

The following is a listing of the custodial schedules for school sites that have already been approved by permit for DPRCF's use for Permitted Use Hours. Should additional sites be added during the term of the Agreement, the Parties will confirm the custodial schedules prior to use.

- A. **BOUSHALL MIDDLE** – 3400 Hopkins Rd. Richmond, VA 23234
Crew Chief – 7:00 AM to 3:30 PM Custodians – 1:00 PM to 9:30 PM
- B. **ELKHARDT-THOMPSON MIDDLE** – 7825 Forest Hill Ave. Richmond, VA 23225
Crew Chief – 1:00 PM to 10:00 PM Custodians (varied) – 8:00 AM to 10:00 PM
- C. **HENDERSON MIDDLE** – 4319 Old Brook Rd. Richmond, VA 23227
Crew Chief – 7:00 AM to 3:30 PM Custodians (varied) – 11:00 AM to 11:00 PM
- D. **MARTIN LUTHER KING MIDDLE** – 1000 Mosby St. Richmond, VA 23223
Crew Chief – 1:30 PM to 9:00 PM Custodians (varied) – 6:30 AM to 11:00 PM
- E. **SWANSBORO ELEMENTARY** – 3160 Midlothian Tnpk. Richmond, VA 23224
Crew Chief – 7:00 AM to 3:30 PM Custodians (varied) – 11:00 AM to 7:30 PM
- F. **WESTOVER HILLS ELEMENTARY** – 1211 Jahnke Rd. Richmond, VA 23225
Crew Chief – 6:00 AM to 2:00 PM Custodians – 10:30 AM to 7:00 PM

ATTACHMENT C

