

STATE CHARTER SCHOOLS COMMISSION OF GEORGIA

Lease Guidance

State charter schools must submit a final draft of a written lease or rental agreement, including any amendments, to the SCSC Executive Director before execution. The SCSC does not review leases to evaluate the propriety of the school’s decisions, but to mitigate the likelihood of violations of applicable law or the charter contract. **This guidance is designed to reference possible provisions in school leases that may violate law or your charter contract, but it is not exhaustive or comprehensive.** Every lease is unique and the SCSC strongly encourages schools to consult with legal counsel experienced in commercial leases.

QUESTIONABLE LEASE TERM	RELEVANT LAW/CONTRACT PROVISION
Permits the landlord to control school operational responsibilities or otherwise delegates such responsibilities to the landlord.	Per paragraph 14, Charter Contract, the governing board must maintain substantive control of the school’s operations.
Permits the landlord to deny access to the facility.	Per paragraph 14, Charter Contract, the governing board must maintain substantive control of the school’s operations.
Permits the landlord access to any part of the facility at any time without notice and without supervision.	The School should ensure that any access to the facility granted to the Landlord is structured to reduce disruptions to school operations, protect student safety, and maintain the confidentiality of student information as required by applicable law. Per paragraph 16, Charter Contract, the governing board must ensure the protection of the physical health and safety of students, employees, and visitors. Also see 34 CFR Part 99 (FERPA) regarding protection of students’ personally identifiable information.
Grants the landlord a right to make alterations to the facility or land without the school’s knowledge and/or approval.	The school should ensure there are no terms that could potentially affect the health and safety of students, particularly if facility or land changes are made that might affect the school’s compliance with health & safety requirements. Per paragraph 16, Charter Contract, the governing board must ensure the protection of the physical health and safety of students, employees, and visitors.
<i>For schools locating within a religious facility:</i> Does not include terms to distinguish the school from the religious facility.	Because the school is a public school, it must ensure the lease reflects terms that avoid commingling education and religious activities. See paragraph 14(h), Charter Contract.
Permits the landlord the right to terminate the lease at any time for any reason.	The school must ensure these provisions do not interfere with the school year. Per paragraph 5, Charter Contract, the school must deliver

	instruction to students at a brick-and-mortar location for the number of school days of education required by O.C.G.A. 20-2-168(c) and SBOE Rule 160-5-1-.02 unless the Charter School receives written approval from the SCSC Executive Director to deliver instruction through an alternate model.
Requires that any documents or terms related to the lease or the school's use of the facility remain confidential.	The school is subject to the provisions of the Georgia Open Records Act, O.C.G.A § 50-18-70 et. seq., including any documents created or maintained by its vendors relating to the school.
Prohibits the school from performing certain activities or bringing certain items (materials, equipment, etc.) into the facility.	The school must ensure it can complete its model and essential features as written in its Charter Contract with fidelity.
Requires the school to violate anti-discrimination laws, employment laws or other laws.	See paragraph 16, Charter Contract regarding compliance with laws.
Permits the landlord to add and amend terms to the lease without the school's approval.	The governing board must evaluate any changes to the lease to ensure they do not conflict with relevant laws. Furthermore, SCSC must receive and review lease amendments before execution per SCSC Sites and Facilities Rule 691-2-.06.
Restricts the School's ability to place signage on the property.	The School must ensure that its specific building serving students is easily and quickly identifiable by parents, emergency personnel and other stakeholders. Per paragraph 16, Charter Contract, the governing board must ensure the protection of the physical health and safety of students, employees, and visitors.
Reporting requirements to the landlord that may disclose student data.	34 CFR Part 99 (FERPA) requires the school to protect personally identifiable student data.
Permits landlord to lease portions of the facilities for other uses during operational hours; or after operational hours but fails to safeguard school assets and property.	Per paragraph 16, Charter Contract, the governing board must ensure the protection of the physical health and safety of students, employees, and visitors.
Requires landlord to have a representative on the governing board.	Per paragraph 14, Charter Contract, the governing board must maintain substantive control of the school's operations.

For more general guidance on State Charter School facilities click [here](#).