Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 19, 2019	I-2

Title

Contractual Agreement with Mountain Education Center, Inc. to Operate a Mountain Education Charter High School (MECHS) within Cherokee County School District (CCSD) Subject to Future Approval of a Special Lease Agreement

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Contractual Agreement with Mountain Education Center, Inc. to Operate a Mountain Education Charter High School (MECHS) within Cherokee County School District (CCSD) Subject to Future Approval of a Special Lease Agreement

Summary Explanation and Background

As discussed at the August 22, 2019 Superintendent/School Board Strategic Work Session, Cherokee County School District (CCSD) staff has worked with Mountain Education Center, Inc. to negotiate a contract during SY2019-20 leading to the Summer 2020 opening of a local campus for enrollment in the Mountain Education Charter High School (MECHS) for eligible students including those who currently attend CCSD's Polaris Evening School. The annual contract outlines general terms and conditions of facility use, costs, reimbursements, insurance and operations. A Special Lease Agreement with specific terms in this regard will be recommended by the Superintendent prior to the summer opening.

A MECHS campus located in Cherokee County will provide an alternative educational choice for students who have dropped out, gotten behind in school, have to work or care for children during the day and/or want to get ahead in their high school credits. The program offers unique scheduling, a year-round calendar, evening hours, flexible attendance and rolling enrollment.

Major System Priority

Increasing Accountability

Financial Impact

Savings of $283,000 in FY2021 in personnel and facility costs

Exhibits: (List)

Contractual Agreement

Board Action	Source of Additional Information
(For Official School Board Records Only)	Dr. Brian V. Hightower (770) 479-1871 Dr. Nicole Holmes (770) 479-1871 Kenneth Owen (770) 479-1871

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

STATE OF GEORGIA
COUNTY OF CHEROKEE

FACILITIES USE AGREEMENT

This AGREEMENT, made this _____ day of _____, 2019 between the SCHOOL DISTRICT, (hereinafter called "District"), and the MOUNTAIN EDUCATION CENTER, INC. (hereinafter "MEC") the holder of a charter dated August 3, 2007, to operate a state chartered special school pursuant to the laws of the State of Georgia (hereinafter the "Charter"):

WHEREAS, MEC operates a state chartered special school designed to assist students who have dropped out of school to complete their high school graduation requirements and earn a high school diploma and other students who may have fallen behind to recover credit so they can earn a diploma on time: and,

WHEREAS the DISTRICT and MEC mutually agree and recognize the services contemplated herein provide a benefit to the students and parents of the DISTRICT; and,

WHEREAS MEC and District desire to open a campus for expansion of the programs within the jurisdiction of District and make enrollment at that location available to residents of District on the same terms as residents of the jurisdictions comprising the collaborative members of MEC are allowed to enroll: and,

WHEREAS the parties wish to memorialize their agreements and understandings.

It is agreed as follows:

1. District will provide sufficient classroom and office space for MEC to operate a site within the District. The location will be at the site and location designed below and attached.

2. MEC shall have use of classrooms and office space at the location(s) identified below. The District's Superintendent or his designee and the MEC's Superintendent or his designee will coordinate the use of this portion of the facility to insure that the MEC is able to use the facility for its purposes. Its present hours of operation are 4:00 pm to 9:00 pm Monday through Thursday. MEC office staff will be allowed also to utilize office space on Fridays during regular work hours.

3. MEC will pay any and all reasonable costs of renovations, improvements and repairs to the facility necessitated by the use of the facility by MEC. Estimates of that cost will be provided in advance of the costs being incurred upon request by MEC.

4. This agreement shall be for a term commencing on the 1st day of August 2019 and ending on the 31st of July 2020. This agreement shall be renewed annually for additional one year terms in the absence of any written notice to the contrary by either party at least 30 days before the ending of then current term.

5. To the extent funded by the State, MEC will reimburse District for an appropriate portion of the utilities, technology, custodial or other costs for the facility as may be agreed upon between the District's Superintendent or his designee and the MEC's Superintendent or his designee.

6. Both parties will be responsible for and agree to provide a reasonable amount of property and liability insurance to protect their respective interests in the real or personal property that each owns and their respective risks of liability for the use of the facility.

7. Nothing contained herein shall be construed to be a waiver of the governmental, sovereign or official immunity of either MEC or the District, its officers or employees.

8. It is expressly understood and agreed that if at any time, the facilities originally designated are needed by District for other educational purposes, the District may, upon reasonable notice, relocate the facilities available to MEC to comparable other space within the District.

9. This Agreement may be terminated with or without cause by either party hereto by the giving of sixty days written notice of such termination.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers or agents the day and year first above written.

MOUNTAIN EDUCATION CENTER, INC.

By:_____

[DISTRICT SIGNATURE PAGE AND SITE LOCATIONS ON FOLLOWING PAGE]

DISTRICT SIGNATURE PAGE AND SITE LOCATIONS

BY:_____ _____

CHEROKEE COUNTY SCHOOL DISTRICT

1205 Bluffs Parkway
Canton, GA 30114