Agenda Request Form

Meeting Date	Agenda Item Number
November 21, 2019	A-8

Title

Approval of Renewal of Partnership Agreements with March of Dimes and Northside Hospital Cherokee

Requested Action

School Board Consideration of Superintendent's Recommendation to Approve Renewal of Partnership Agreements with March of Dimes and Northside Hospital Cherokee

Summary Explanation and Background

One of the School Board's Blueprint 2020-24 Five Priority Areas is increasing meaningful family, partner and community engagement. We believe the meaningful connections we forge with students, families and community partners positively influence how we teach, lead and prepare graduates for success in a knowledge-based, technology rich and culturally diverse world.

The School Board is requested to consider the Superintendent's recommendation to approve the renewal of the Partnership Agreements with March of Dimes and Northside Hospital Cherokee.

Priority Area

Family, Partner and Community Engagement

Financial Impact

N/A

Exhibits: (List)

Draft Agreements Attached

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Barbara Jacoby	770.479.1871

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

MARCH OF DIMES

This agreement entered into this ~~5th day of December, 2013~~ 21st day of November, 2019 by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board" and March of Dimes.

WHEREAS, the School Board's mission is: "We are committed to educating the emerging generation through learning environments designed to increase the performance of all students," ~~to enable all students to become contributing citizens who can communicate effectively, gather and use information, make responsible decisions, utilize technology effectively and adapt to the challenges of the future,~~ and;

WHEREAS, one of the School Board's ~~Major System Priorities is to increase parental and community involvement through public engagement policies and practices that treat parents, business, community-based organizations and agencies, local institutions of higher learning and other public entities as true partners in the educational process~~, Priority Areas is Family, Partner and Community Engagement, and;

WHEREAS, the mission of the March of Dimes is to improve the health of babies by preventing birth defects and infant mortality and premature birth; and it is an organization people can trust to help all parents have healthy babies, and;

WHEREAS, Cherokee County schools participated in March of Dimes March for Babies program during the past several school years, a program that helps March of Dimes mission by providing funds for research and educating school children about the importance of healthy babies, what birth defects are and to promote social responsibility, and;

WHEREAS, March of Dimes March for Babies Programs gives students an opportunity to serve their community by volunteering, safely walk with friends and parents, learn about the March of Dimes and the connection to US and Georgia History, and learn their efforts can make a difference in the health of babies, and;

Now, therefore in consideration of the covenants and conditions set forth herein the parties agree to as follows.

ARTICLE I

The parties agree that the foregoing recitals are true and correct and incorporated herein by reference:

ARTICLE II

The School Board will:

1. Encourage all Cherokee County schools to participate in the March of Dimes March for Babies program.

2. Provide a school coordinator at each participating school site to work in conjunction with March of Dimes employees to implement aforementioned programs. Note: The school-site Coordinator's role will include organizing and promoting one or more programs from the following: Walkmania, Blue Jeans for Babies, Hat Days, Coin Wars, Online Fundraising, or another fundraiser the school would like to implement. The coordinator will also encourage participation by distributing letters and supplies as needed to students prior to events; attend the March of Dimes kickoff annually, to be held in January or February; set an achievable school goal for the school fundraising effort; and coordinate a Walk Team to participate in the Annual March for Babies in Cherokee County held the last weekend of April.

3. Encourage the FBLA or other school club advisor and a student from each school to attend the March of Dimes kickoff as mentioned above.

4. Encourage school clubs, groups and or bands to perform at the March for Babies kickoff and Walk Day.

5. Promote the annual March of Dimes t-shirt design contest among its schools.

6. Promote March of Dimes programs and events through existing communication channels, as permitted by School Board policy.

~~7. Allow a high school senior with an interest in media or healthy babies to choose the March of Dimes as a Senior Project opportunity by producing a video to be used in the schools to promote and educate about the March of Dimes.~~

ARTICLE III

March of Dimes will:

1. Make a presentation annually to principals and follow up with each school as requested.

2. Abide by the rules and regulations contained in the School Board's SOLICITATION BY STUDENTS Policy (JK~~3/KEBB~~), that prohibits students in grades eight or lower from participating in door-to-door sales.

3. Deliver March for Babies supplies to participating school sites.

4. Provide an in-service to coordinators, teachers and administrators on how to incorporate all areas of the curriculum to make the program a school-wide event.

5. Send a March for Babies kickoff invitation to each school Coordinator as provided by the School Board. Email information pertaining to the March of Dimes to keep the schools informed about the activities and news of the organization.

6. Provide all materials and incentives to ensure a successful event.

7. Provide an on-call representative to assist with any questions or concerns.

8. March of Dimes will pick up money, count money, will calculate incentive totals for schools, and deliver incentives within four weeks after event.

9. Recognize schools and outstanding efforts at the end of the year by providing a plaque or certificate for each school that participates.

10. Accept all children/interested participants for participation within its programs without regard to their gender, race, political affiliation, age, national origin or handicapping condition. Children/participants with handicaps must be provided all necessary levels of supervision and must be included within the activities of the partnering organization. As a result of this partnership agreement, March of Dimes must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is ~~December 5, 2013-December 4, 2014~~ November 21, 2019- November 20, 2020. This contract shall automatically renew for additional terms not to exceed five years unless either party notifies the other at least 60 days prior to renewal date.

ARTICLE V

This contract may be terminated by either party upon thirty (30) days written notice to the other party with or without cause. All notice of this contract shall be given to the Superintendent of Cherokee County Schools at ~~110 Academy Street~~, 1205 Bluffs Parkway, Canton Georgia 30114, and to March of Dimes, ~~Michele Beal~~ Latia Jester, NW Division, 1775 The Exchange, Suite 515, Atlanta, GA 30339.

IN WITNESS WHEREOF the parties have executed this document the first date referred to herein.

MARCH OF DIMES

By: Latia Jester,
Development Manager

CHEROKEE COUNTY BOARD OF EDUCATION

By: Kyla Cromer,
Chairman

By: Dr. Brian V. Hightower
Superintendent of Schools

Approve as to form:

By: Tom Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

NORTHSIDE HOSPITAL, INC.

This Agreement is made and entered into this 21st of November, 2019 ~~3rd of November, 2016~~ by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board" and Northside Hospital, Inc. (in connection with its Northside Hospital-Cherokee campus), hereinafter referred to as "Hospital."

WHEREAS, the School Board's mission is to educate the emerging generation through learning environments designed to increase the performance of all students; and,

WHEREAS, one of the School Board's ~~Major System Priorities is to increase parental and community involvement through public engagement policies and practices that treat parents, businesses, community-based organizations and agencies, local institutions of higher learning and other public entities as true partners in the educational process~~ Priority Areas is Family, Partner and Community Engagement, and;

WHEREAS, Hospital is an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, that operates in furtherance of its charitable tax exempt purposes to meet community need and ensure the provision of affordable, convenient, appropriate quality health care services for the benefit of the community it serves. ~~Hospital strives to provide quality, personalized, competitive healthcare services to meet the needs and exceed the expectations of all patients and customers~~; and,

WHEREAS, Hospital owns and operates Northside Hospital-Cherokee located at 450 Northside Cherokee Boulevard ~~201 Hospital Road~~, Canton, Cherokee County, Georgia and additional hospital campuses and related healthcare or ancillary medical facilities and services in the metropolitan Atlanta area. ~~Hospital is a leader in providing healthcare services focused on patient wellness and is synonymous with quality~~; and,

WHEREAS, Hospital desires to develop ~~works in the development of~~ cooperative relationships with community agencies like ~~and~~ the School Board ~~and is an active participant in the development of the community~~; and,

WHEREAS, Hospital supports the Cherokee County Educational Foundation ("CCEF") through event sponsorships and service on its Board of Directors ~~in the manner specified in the 2016-2017 CCEF sponsorship package~~; and

WHEREAS, Hospital desires to provide financial and other support to the School Board and School District as provided herein, and the School Board wishes to recognize Hospital as Cherokee County's premiere ~~major~~ hospital, healthcare facility, and healthcare provider and as the exclusive healthcare sponsor of the School District pursuant to the terms and conditions of this Agreement.

STATEMENT OF AGREEMENT

Now, therefore in consideration of the covenants and conditions set forth herein the parties agree as follows:

ARTICLE I

The parties agree that the foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE II

School Board will:

1. Promote, with the prior approval of Hospital's Marketing ~~and Communication~~ Department, Hospital and Hospital programs through existing communications channels, as permitted by School Board Policy, including, but not limited to, identification of Hospital as a sponsor as specified in Article II, Section 2 below in School Board newsletters and publications, press releases, appropriate signage, banquet programs, website, social media, etc. School Board shall also permit Hospital to post Hospital community activities and screenings on the virtual bulletin board on the School District website. The number, placement, content, frequency, duration, and other details concerning the marketing and promotional consideration described in this Article II, Section 1 shall be mutually agreed to by the parties. School Board and Hospital shall meet periodically to discuss other opportunities to promote Hospital and Hospital programs. School Board agrees to permit Hospital to promote Hospital and its programs through other School District communication channels as reasonably requested by Hospital.
2. Recognize Hospital as the exclusive hospital, health care facility, or healthcare provider of School Board activities and programs outlined in this Agreement provided, however, if the School Board desires to obtain healthcare services or

sponsorship of its activities beyond those outlined in this Agreement, the School Board must first offer Hospital the right to provide such services or sponsorship and if Hospital decides to provide such services or sponsorship, this Agreement shall be amended appropriately.

3. Recognize Hospital as primary provider of health education by a third party to School District elementary, middle and high schools through Hospital's Junior Health Advocate Program, with Hospital offered the right of first refusal to provide such programs. Hospital programs will be made available and scheduled by teachers at their discretion but shall be limited to three per year, per grade level; communication in regard to scheduling will be between the individual school and the Hospital's Junior Health Advocate Program Coordinator.
4. Designate the Chief Communications Officer ~~Director of Public Information, Communications and Partnerships~~ to meet quarterly with Hospital, upon its request, to review partnership activities during the prior quarter and assess future partnership activities.
5. For purposes of the marketing and promotional benefits described in this Article II, "School District" shall include all schools within the School District.

ARTICLE III

Hospital will:

~~1.~~ Sponsor the following School District events: Legacy Makers: CCSD Teachers of the Year Celebration and Senior Series. The details of such sponsorship requests will be communicated by School District to the Hospital at the start of every school year. Hospital may, in its sole discretion, agree to sponsor additional School District events. Sponsorship obligations and details will be mutually agreed upon by the parties. ~~Make a gift to the School Board of $41,500 during each annual term. Payments will be submitted to Cherokee County Board of Education, P.O. Box 769, Canton, Georgia 30169.~~

2. Hospital may, in its sole discretion and upon the written request of the School Board or local school, provide additional direct support to the School Board, which shall not be included in the gift described above in paragraph 1 of this Article III, including the following:
    a) Assist in the coordination of the replenishment of health clinic supplies as necessary at Cherokee County school sites (based on the individual needs of each school) and according to supplies available.
    b) Provide speakers, mentors and in-kind donations and other support as requested by local schools and based upon the Partners in Education agreements between local schools and Hospital.

c) Participate in middle school and high school career days and health awareness programs.
d) Provide release time with pay to Hospital staff members to tutor/mentor at-risk students as identified by the School District and upon review and approval by Hospital's CEO and/or designee.
e) Use best efforts to provide internship opportunities for Cherokee County students as it relates to the School Board's future Career/Technical Education "Senior Project" requirements ~~in all applicable fields~~.
f) Explore the opportunity to plan, develop and implement a satellite learning center on the campus of a future hospital site.
g) Provide medical oversight/assistance in accordance with Georgia law for the School District's Automated Electronic Defibrillator (AED) Program.
h) Pursue educational journal articles in conjunction with School Board staff.
i) Use video-conferencing technology to provide students with greater knowledge of Hospital and healthcare field.
j) Work more closely with STEM Academies such as through speakers, mentors and other in-kind support.
k) Participate in the Cherokee County Chamber of Commerce's Partners in Education program with individual local schools.
l) Participate in middle school and high school extra-curricular activities including, but not limited to, providing speakers for healthcare and science related club meetings and mentors for Senior projects.

3. Hospital agrees not to discriminate against children/interested participants for participation within its programs as described above on the basis of gender, race, political affiliation, age, national origin or disability or any other discrimination recognized and prohibited by State or Federal Law. Hospital agrees to include children/participants with disabilities within the activities under this Agreement, where appropriate, provided that School Board provides such participants with all necessary levels of supervision. As a result of this Agreement, Hospital must adhere to all local, State or Federal laws regarding education to the extent applicable to Hospital in connection with this Agreement.

ARTICLE IV

The term of this Agreement is ~~November 3, 2016 through November 3, 2017~~ November 21, 2019 through November 21, 2020. This Agreement ~~contract~~ shall automatically renew for additional terms of one year not to exceed five renewal terms ~~two years~~ unless either party notifies the other in writing of non-renewal at least 60 days prior to applicable renewal date. The initial term and any renewal term of this Agreement shall be collectively referred to herein as the "Term".

ARTICLE V

This Agreement may be terminated by either party without cause upon 60 days written notice. This Agreement may be terminated by either party immediately if the other party breaches any term or condition of this Agreement and such breach cannot be cured or, if such breach can be cured, fails to cure such breach within 30 days of receipt of written notice describing the breach from the non-breaching party. All notices to be given under this Agreement shall be given to the Superintendent of Cherokee County Schools at PO Box 790 ~~110 Academy Street~~, Canton, Georgia, 3016~~9~~14; and to Hospital CEO at Northside Hospital-Cherokee, 450 Northside Cherokee Blvd. ~~201 Hospital Road~~, Canton, Georgia 30114., Canton, Georgia 3011~~45~~. All notices to Hospital must be in writing and delivered via first class mail and copied to: Northside Hospital, Attn: Legal Services, 1000 Johnson Ferry Road NE, Atlanta, Georgia 30342.

ARTICLE VI

It is the intent of the Parties that the terms of this Agreement be in compliance with all applicable Governmental Regulations (as defined below). If either Party determines, in good faith, or receives general or specific notice from a governmental body that this Agreement or any part hereof: (a) violates or fails to comply with any Governmental Regulations or would result in restrictions on referrals by physicians to Northside facilities or Services pursuant to the Stark Law; (b) jeopardizes Northside's (or any of its affiliates, if applicable) participation in any governmental or private payor program; (c) jeopardizes the tax-exempt status of either Party or their affiliates or the tax-exempt status of any bonds issued on its/their behalf; (d) exposes any manager or disqualified person to intermediate sanctions by the Internal Revenue Service or results in private inurement or private benefit; or (e) exposes any Party or their respective affiliates to any other sanctions by any other Governmental Body, such Party shall notify the other Party, in writing, of its determination. The Parties shall then (i) negotiate those modifications reasonably determined to be necessary to comply with a change of law or other event described in this Article; or (ii) if the Parties are unable to negotiate a modification within thirty (30) days of delivery of the written notice, then this Agreement shall automatically terminate unless the Parties are working diligently and in good faith to resolve the issues.

"Governmental Regulations" means any and all laws, statutes, rules, regulations, orders, ordinances, and policies and prevailing interpretations thereof of a governmental body relating or applicable to the Parties and this Agreement, including, without limitation, those relating to Northside and its facilities' licensure, participation in the Medicare, Medicaid and other governmental reimbursement programs, the Parties' maintenance of continued tax-exempt status as organizations described in Section 501(c)(3) of the Code, as well as those relating to maintenance of tax-exempt status for

payments of interest on bonded indebtedness of Northside and its tax-exempt affiliates by virtue of the same not being considered "private activity bonds", those relating to fraud and abuse and physician self-referral laws, including, without limitation, the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute"), the Ethics in Patient Referrals Act, 42 U.S.C. § 1395nn et seq. (the "Stark Law"), the Georgia Patient Self-Referral Act of 1993, O.C.G.A. §§43-18-1 et seq. (the "Georgia Self-Referral Law") and 42 U.S.C. §1320a-7a(b) (the "CMP Law"), HIPAA (as defined in Section 7.3) and Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA").

ARTICLE VII

The parties acknowledge and agree that the sponsorship benefits described herein are ~~gift identified in Article III above represents~~ fair market value consideration for the Hospital's services as ~~sponsorship benefits~~ described herein. School Board and/or School District are not required to refer any students or other persons ~~The gift is not conditioned on the referral of any patients~~ to Hospital or its affiliates for healthcare services.

ARTICLE VIII

Each party shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and represents that it shall have obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement. This Agreement shall be governed by the laws of the State of Georgia (irrespective of any conflict of laws provisions which would serve to defeat application of Georgia law). This Agreement, including any attachments if applicable, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter herein and shall supersede all prior or contemporaneous agreements between the parties, whether written or oral. This Agreement may not be modified, amended, or altered in any way except in a written document executed by both parties. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may be executed by counterparts or duplicate originals, all of which shall be regarded as one and the same instrument. Reproductions of signatures by photostatic or electronic means shall have the same force and effect as an original inked signature. If any portion of the Agreement is held invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part, will remain in full force and effect to the extent it is not held invalid or unenforceable. The invalid or unenforceable provision shall be changed and interpreted so as to best accomplish its intent within the limits of the applicable law. No waiver of any provision

of this Agreement shall constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver. The relationship of the parties to this Agreement is that of independent contractors, and nothing contained in this Agreement or these terms shall be construed to: (i) give a party the right to direct the method, manner or means by which the other performs its duties, (ii) constitute the parties as agents, partners, or joint venturers; or (iii) allow a party to create or assume any obligation on behalf of any other party for any purpose whatsoever, except as expressly set forth herein. There are no third-party beneficiaries to this Agreement, other than indemnified parties as provided herein.

IN WITNESS WHEREOF the parties have executed this Agreement as of the first date referred to herein.

NORTHSIDE HOSPITAL INC.

_____

William M. Hayes

Vice President and Chief Executive Officer, Northside Hospital-Cherokee

THE CHEROKEE COUNTY BOARD OF EDUCATION

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By: Kyla Cromer, Chairman

_____

By: Dr. Brian V. Hightower

Superintendent of Schools

Approved as to form:

_____

Tom Roach, Esquire