Cherokee County School District

AGENDA

School Board Meeting

Dr. Frank R. Petruzielo Educational Services Facility

7:00 p.m.

September 17, 2020

- Call to Order
- Pledge of Allegiance/Inspiration
- Adoption of Superintendent's Recommended Agenda for September 17, 2020 School Board Meeting
- Approval of Minutes of the August 20, 2020 School Board Meeting
- Approval of Consent Agenda for September 17, 2020 School Board Meeting
- Public Participation

A. Resolutions/Recognition

1. School Board Recognition of Cherokee County School District High School Seniors Named 2021 National Merit Scholarship Semifinalists

2. School Board Recognition of Cherokee County School District's 2020 Volunteer of the Year Honorees

3. School Board Recognition of Cherokee County School District's Georgia PTA Reflections Winners

4. School Board Approval of Proclamation in Honor of Constitution Week

B. School Board Members

C. School Board Policies

D. Financial Management

1. School Board Consideration of Superintendent's Recommendation for Approval of August 20, 2020 Financial Report and Sales Tax Update

2. **School Board Consideration of Superintendent's Recommendation for Approval of Issuance of a Tax Anticipation Note (TAN)**

E. Curriculum and Instruction

F. Support Services

1. **School Board Consideration of Superintendent's Recommendation for Approval of the Monthly Update on Capital Outlay Projects**

G. Human Resources

1. **School Board Consideration of Superintendent's Recommendation for Approval of Recommendations, Resignations, Terminations of Employment and Transfers for Certified and Classified Personnel**

H. School Board Attorney

I. Superintendent of Schools

1. **School Board Consideration of Superintendent's Recommendation for Approval of Contract and Memorandum of Understanding with Ninth District Opportunity, Inc. for October 1, 2020 through September 30, 2021**

- **Executive Session**
  -- **Student Discipline Matter**
  -- **Real Estate Matter**

- **Adjournment**

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Thursday, August 20, 2020

MINUTES OF REGULAR BOARD MEETING
7:00 p.m.

The Cherokee County Board of Education called its regular meeting to order at 7:00 p.m. on Thursday, August 20, 2020 in the Dr. Frank R. Petruzielo Educational Services Facility, 1205 Bluffs Parkway, Canton, Georgia. The meeting was conducted in person and available to the public via live Internet streaming. Present were: School Board Chair Kyla Cromer; Vice-Chair Kelly Poole; Members Mike Chapman, John Harmon, Patsy Jordan, Clark Menard and Robert Rechsteiner; Superintendent Dr. Brian V. Hightower; and, Attorney Tom Roach.

Call to Order

The call to order by Kyla Cromer was followed by the Pledge of Allegiance to the Flag of the United States of America led by Sequoyah HS student Jordyn Hardaway.

A brief inspirational video was shared by Mike Chapman.

Approval of Agenda

On a motion Kelly Poole seconded by Clark Menard and carried, the Board unanimously adopted the Superintendent's agenda (*7-0 vote).*

Minutes for Approval

On a motion by Patsy Jordan seconded by John Harmon and carried, the Board approved the minutes from the July 16 Public Hearings on the FY2021 Budget and the July 16, 2020 School Board Meeting *(7-0 vote).*

Consent Agenda

Following identification of those agenda items, Board Members and members of the public indicated they would like considered separately, a motion was made by Clark Menard seconded by Mike Chapman and carried, to approve the Consent Agenda, for the remaining items - identified by asterisks *(7-0 vote).*

PUBLIC PARTICIPATION

Five Members of the public signed up to address the School Board

A. RESOLUTIONS/RECOGNITIONS/PARTNERSHIPS

***A-1. School Board Recognition of 2020-21 Student Advisor to School Board and Student Delegates**

(Recognized)

***A-2. School Board Recognition of Duke University Talent Identification Program (TIP) Students who achieved Grand and State Recognition during Seventh Grade Year**

(Recognized)

***A-3. School Board Recognition of 2020 Young Georgia Authors Competition Winners**

(Recognized)

B. SCHOOL BOARD MEMBERS/STUDENT ADVISOR TO THE SCHOOL BOARD

School Board Member Comments:

- Shared the facts that were reviewed to make decisions when reopening schools on August 3, 2020
- Reminded all that safety and education are priorities in the decisions made regarding the reopening of schools
- Acknowledged that all parent/community emails received are read and considered carefully
- Recognized the emotion/feelings involved behind the parent/ community emails received by School Board Members
- Asked that everyone keep a positive attitude as we are in this together
- Recognized hard work that went into preparing School Improvement Plans

C. SCHOOL BOARD POLICIES

D. FINANCIAL MANAGEMENT

***D-1. School Board Consideration of Superintendent's Recommendation for Approval of June 2020 Financial Report and Sales Tax Update**

(Approved)

***D-2. School Board Consideration of Superintendent's Recommendation for Approval of July 2020 Financial Report and Sales Tax Update**

(Approved)

E. CURRICULUM AND INSTRUCTION

***E-1. School Board Consideration of Superintendent's Recommendation for Approval of SY2020-21 School Improvement Plans (SIPs)**

(Approved)

F. SUPPORT SERVICES

***F-1. School Board Consideration of Superintendent's Recommendation for Approval of the Monthly Update on Capital Outlay Projects**

(Approved)

***F-2. School Board Consideration of Superintendent's Recommendation for Ratification of the ABM Industry Groups, LLC EnhancedClean Program Contract for FY2021**

(Approved)

***F-3. School Board Consideration of Superintendent's Recommendation for Approval of Granting a Permanent Right of Way (ROW) to Cherokee County as part of the Bells Ferry Road Improvement Project**

(Approved)

G. HUMAN RESOURCES

***G-1. School Board Consideration of Superintendent's Recommendation for Approval of Recommendations, Resignations, Terminations of Employment and Transfers for Certified and Classified Personnel**

(Approved)

H. SCHOOL BOARD ATTORNEY

***H-1. School Board Consideration of Superintendent's Recommendation for Approval of the Resolution to Supplement School Board Policy JCAC**

(Approved)

Board Attorney Comments:

- Reminder to School Board Members to complete training hours prior to the September 15, 2020 State deadline.

I. SUPERINTENDENT OF SCHOOLS

Motion was made by Mike Chapman, seconded by Robert Rechsteiner and carried to amend the meeting agenda to include an I-1 item for Consideration of Amending the previously approved Reopening of School Plan to allow the Superintendent flexibility and authority to make any necessary adjustments and changes to provisions contained within the Plan in an attempt to maintain adequate educational services during the pandemic. This flexibility would especially apply to reopening considerations following a school's temporary closure due to COVID-19 cases; however, this motion does not include the authority to mandate masks or face coverings for students (*4-2 vote, Menard and Poole dissented; Harmon was not in attendance).*

I-1. School Board Consideration of Amending the previously approved Reopening of School Plan to allow the Superintendent flexibility and authority to make any necessary adjustments and changes to provisions contained with the Plan in an attempt to maintain adequate educational services during the pandemic. This flexibility would especially apply to reopening considerations following a school's temporary closure due to COVID-19 cases; however, this motion does not include the authority to mandate masks or face coverings for students.

Motion was made by Mike Chapman, seconded by Robert Rechsteiner and carried to Approve Amending the previously approved Reopening of School Plan *(5-1 vote, Poole dissented; Harmon was not in attendance).*

Informational Items:

- Game Changer awarded posthumously to Dr. Rouel Belleza for his work in Instructional Support
- Reopening of Schools Update shared by Senior Staff:
    - Contact tracing in conjunction with Dept of Public Health
    - Ongoing improvements to digital learning platform; additional instructional support and training being considered and added
    - A "Customer Care Center" team has been formed to assist student's technology needs

  - Training workshops will continue for substitute teachers to maintain availability
  - Staff working diligently to level classrooms and move necessary staff to reduce classroom overcrowding
  - Increased expenses for substitutes; potential wage increases being considered for daily subs for teachers and paraprofessionals
  - School Nutrition is continuing to provide free and reduced-price meals to Digital Learners
  - Revenue loss because of less participation in-person lunch program
  - Custodial staffing increasing 89.5 additional people within the supplemental cleaning contract to increase support for day/night shifts
  - Electrostatic misting program in place at all schools and district offices
  - Warehouse has 90-day supply of Personal Protective Equipment (PPE)
  - Notification processes for COVID-19 transparency
  - Reported weekly positive cases and quarantine counts are trending downward
- Possible hybrid option considered to reopen temporarily closed high schools
- Proud of our CCSD families
- Acknowledged digital learning plan has growth issues and additional support will be applied to make improvements

ADJOURNMENT

Motion was made by Patsy Jordan, seconded by Kelly Poole and carried to adjourn to Executive Session to discuss a Real Estate Matter *(O.C.G.A. Section 50-14-3 (4))* at 10:09 p.m. *(6-0 vote, Harmon not in attendance).*

Upon return to open session, motion was made by Patsy Jordan, seconded by Kelly Poole and carried to authorize the Superintendent to enter into a real estate contract for the potential sale of property, denoted as 20-A, at an undisclosed location and amount *(6-0 vote).*

The School Board adjourned at 10:24 p.m.

_____ _____

School Board Chair Secretary

CHEROKEE COUNTY BOARD OF EDUCATION

AFFIDAVIT

The undersigned members of the Cherokee County Board of Education, under oath, certify that an Executive Session of the Board of Education was duly called and approved by majority vote in open session in accordance with O.C.G.A. §50-14-4 on Thursday, August 20. The only matter(s) considered or discussed during the closed executive session of its meeting is/are as checked below:

_____ To review an appeal from a Student Disciplinary Tribunal [Hearing Officer, Panel]; (O.C.G.A. Section 20-2-757)

_____ To consider a matter involving the disclosure of personally identifiable information from a student's educational records; (20 U.S.C. Section 1232g.)

_____ To discuss the future acquisition of real estate; (O.C.G.A. Section 50-14-3 (4))

_____ To discuss or deliberate upon appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee; (O.C.G.A. Section 50-14-3 (6))

_____ To consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the school district or an officer or employee or in which the officer or employee may be directly involved; (O.C.G.A. Section 50-14-2).

The members of the Board Of Education present for the executive session further certify and acknowledge that all discussions and proceeding conducted in executive session shall remain strictly confidential.

This 20th day of August, 2020.

Renee Coleman

Sworn to and subscribed before
me on the above indicated date:

Notary Public
My Commission Expires: Dec 6, 2021

RENEE COLEMAN NOTARY PUBLIC MY COMMISSION EXPIRES DECEMBER 06, 2021 CHEROKEE COUNTY, GEORGIA

Kyla Cromer

Kelly Poole

Judy Jordan

Agenda Request Form

Meeting Date	Agenda Item Number
September 17, 2020	A-1

Title

Recognition of Cherokee County School District High School Seniors Named 2021 National Merit Scholarship Semifinalists

Requested Action

School Board Recognition of Cherokee County School District High School Seniors Named 2021 National Merit Scholarship Semifinalists

Summary Explanation and Background

Five Cherokee County School District high school seniors were named 2021 National Merit Scholarship Semifinalists!

They are: of Cherokee HS, Dylan Iovino; of Creekview HS, Nathan Davis; of Etowah HS, Ben Willett; of River Ridge HS, Nicholas Audinet; and of Sequoyah HS, Jeremy Jeong.

The National Merit Scholarship Corporation oversees the prestigious competition, and this month named 16,000 semi-finalists, who were chosen from 1.5 Million students based on exceptional 2019 PSAT scores. Less than 1 percent of U.S. high school seniors earn the title of semifinalist.

For the next level of competition, the students will complete an application detailing academic achievements, participation in school and community activities, demonstrated leadership abilities, employment, and honors; an endorsement and recommendation from a high school official; and an essay. Students must additionally have earned SAT scores that confirm their PSAT performance.

National Merit then will announce the 15,000 finalists, who will compete for 7,600 scholarships worth about $30 million to be awarded in the spring.

Priority Area

Student Achievement: Equity and Access

Financial Impact

N/A

Exhibits: (List)

N/A

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Barbara Jacoby	770.479.1871

Agenda Request Form

Meeting Date	Agenda Item Number
September 17, 2020	A-2

Title

Recognition of Cherokee County School District's 2020 Volunteer of the Year Honorees

Requested Action

School Board Recognition of Cherokee County School District's 2020 Volunteer of the Year Honorees

Summary Explanation and Background

The Cherokee County School District is celebrating outstanding school volunteers through its Seventh Annual CCSD Volunteer of the Year awards!

Through the annual program, every CCSD school selects a Volunteer of the Year to honor. From that pool of exceptional school volunteers, a committee made up of retired educators and community leaders selects an overall CCSD 2020 Volunteer of the Year. This year's winner is Brian Tomalavage, the Free Home Elementary School Volunteer of the Year!

While the traditional recognition ceremony could not be held this year, plaques are being delivered to all of the school-level winners thanks to the continuing sponsorship of the Cherokee County Educational Foundation. Every week, a different school Volunteer of the Year will be featured on CCSD social media platforms. The Foundation also sponsors the CCSD Partner of the Year recognition program, and those winners will be announced soon.

Priority Area

Family, Partner and Community Engagement

Financial Impact

N/A

Exhibits: (List)

List of Winners

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Barbara Jacoby	770.479.1871

2020 CCSD Volunteers of the Year

Arnold Mill Elementary School
Dusty Elmore

Avery Elementary School
Linda Fulton

Ball Ground ES STEM Academy
Linda Miller

Bascomb Elementary School
Michelle Helvey

Boston Elementary School
Michael Burton

Carmel Elementary School
Staci Powell

Cherokee High School
James Butler

CCSD Preschool Center – Johnston
Soleil Charity Committee

CCSD Preschool Center - Ralph Bunche
Laurel Canyon Optimist Club

Clark Creek ES STEM Academy
Kathy Sanders

Clayton Elementary School
Debbie Champion

Creekland Middle School
Tessa Craig

Creekview High School
Jeff Stokes

Dean Rusk Middle School
Mitzi Hamilton

E.T. Booth Middle School
Susan Honea

Etowah High School
Kimberle Crosby

Free Home Elementary School
Brian Tomalavage

Freedom Middle School
Di Graves

Hasty ES Fine Arts Academy
Hasty ES Fine Arts Academy PTA Executive Board

Hickory Flat Elementary School
Jessica Falls

Holly Springs ES STEM Academy
Sarah Reed

Indian Knoll Elementary School
Jeanette Smith

Johnston Elementary School
Emily Meyer

Knox ES STEM Academy
Tiffany Bird

Liberty Elementary School
Charlie Thomas

Little River Elementary School
Natalia Jones

Macedonia Elementary School
Alyson Conley

Mill Creek Middle School
Mill Creek MS PTSA Executive Board

Mountain Road Elementary School
Chanda Schwab

Oak Grove ES Fine Arts Academy
Lorna Westphal

R.M. Moore ES STEM Academy
Alexandra Stark

River Ridge High School
Brenda Page

Sequoyah High School
Paula Cangemi

Sixes Elementary School
Melissa Meyer

Teasley Middle School
Renee Johnson

Tippens Education Center
Teddye Holloway

Woodstock Elementary School
Woodstock ES PTA Executive Board

Woodstock High School
Dacia Shackelford

Woodstock Middle School
Jennifer Carpenter

Agenda Request Form

Meeting Date	Agenda Item Number
September 17, 2020	A-3

Title

Recognition of Cherokee County School District's Georgia PTA Reflections Winners

Requested Action

School Board Recognition of Cherokee County School District's Georgia PTA Reflections Winners

Summary Explanation and Background

Seventeen Cherokee County School District students placed in the 2019-20 Georgia PTA Reflections fine arts contest! This year's theme was “Look Within".

The Reflections Program is a National PTA and Georgia PTA cultural arts competition. Since 1969, over 10 million students across the nation have taken part in this popular PTA program. The purpose of this program is to provide an opportunity for students to use their creative talents by expressing themselves through their own original works.

The annual contest gives students in all grades and abilities the opportunity to create original works of art in the categories of dance choreography, film production, literature, music composition, photography and visual arts for the opportunity to earn recognition at the School, District, State and National levels.

Awards were given to first-, second- and third-place winners at the County-level ceremony, and the first- and second-place winners in each grade and each category, as well as Special Artists, advanced to the State competition. Recipients are being recognized based on the 2019-20 grade-level and school they attended. See the list of 2019-20 State winners on next page.

Priority Area

Student Achievement: Equity and Access; Family, Partner and Community Engagement

Financial Impact

N/A

Exhibits: (List)

List of Winners

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Barbara Jacoby	770.479.1871

PTA REFLECTIONS 2019-20
Cherokee County State Winners

Theme Search Winner
Olivia Jackson, E.T. Booth Middle School, Grade 6

Special Artist
Sylas Thomas, Creekview High School
Ryan Weber, E.T. Booth Middle School

Dance Choreography
Yuvan "Lucky" Addepalli, Clark Creek ES STEM Academy, Kindergarten
Emory Sansone, Boston Elementary School, Grade 2
Reese Nunley, Clark Creek ES STEM Academy, Grade 3
Miah Norton, Creekland Middle School, Grade 6

Film Production
Will Teasley, Knox ES STEM Academy, Grade 2

Literature
Callie Leming, Indian Knoll Elementary School, Grade 1
Kate Hamlin, Little River Elementary School, Grade 2

Music
Anthony Dagostino, Indian Knoll Elementary School, Grade 3

Photography
Brinsley Gee, Ball Ground ES STEM Academy, Kindergarten
Audrey Cate Edwards, Hickory Flat Elementary School, Grade 4
Cathryne Belangee, Creekland Middle School, Grade 8
Caylin Payne, Sequoyah High School, Grade 10

Visual Arts- 2D
Julia Tafarki, Cherokee High School, Grade 10

Visual Arts- 3D
Dylan Saulinskas, Knox ES STEM Academy, Grade 4

Agenda Request Form

Meeting Date	Agenda Item Number
September 17, 2020	A-4

Title

Proclamation in Honor of Constitution Week

Requested Action

School Board Approval of Proclamation in Honor of Constitution Week

Summary Explanation and Background

In honor of the 233rd anniversary of the signing of the Constitution of the United States of America, and to comply with federal law in this regard, Cherokee County School Board is issuing a proclamation in honor of Constitution Week, which is observed during the week of September 17-23 each year.

[From www.dar.org] The aims of the Constitution Week celebration are to:

- Emphasize citizens' responsibilities for protecting and defending the Constitution.
- Inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life.
- Encourage the study of the historical events which led to the framing of the Constitution in September 1787.

CCSD will observe Constitution Day on September 17, and teachers are encouraged to plan activities for the week of Sept. 14-18.

Priority Area

Family, Partner and Community Engagement

Financial Impact

N/A

Exhibits: (List)

Proclamation in Honor of Constitution Week

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Barbara Jacoby	770.479.1871

Constitution Week 2020

Whereas, September 17, 2020 marks the two hundred and thirty-third anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, we, the Cherokee County School Board, do hereby proclaim September 17 through 23, 2020 to be Constitution Week, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Cherokee County School District to be affixed this on this seventeenth day of September in the year two thousand twenty.

_____

Kyla Cromer, School Board Chair

_____

Dr. Brian V. Hightower, Superintendent of Schools

Agenda Request Form

Meeting Date	Agenda Item Number
September 17, 2020	D-1

Title

August 2020 Financial Report and Sales Tax Update

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of August 2020 Financial Report and Sales Tax Update

Summary Explanation and Background

Financial Report for August 2020

See Attached Reports

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

Financial Report and Sales Tax Update

Source of Additional Information

Kenneth Owen	770.479.1871
Dr. Brian V. Hightower	770.479.1871

CHEROKEE COUNTY BOARD OF EDUCATION

Dr. Brian V. Hightower, Superintendent
Kenneth Owen, Chief Financial Officer

FINANCIAL REPORT
AUGUST 2020

General Fund

For the month ending August 31, 2020, the second month of the 2020-21 Fiscal Year, the School District's Operating Account (General Fund) has received $6,482,979 in revenue (year-to-date) consisting of state funds of $4,645,024 (2% of budget), $1,485,814 local taxes (1% of budgeted amount), and other funds of $352,141 (20% of budget). All operating expenditures of $40,219,932 (10% of budget) are within the Board of Education's approved 2020-21 budget.

Building Fund/EdSPLOST Collections

The Capital Outlay Fund balance of $33,342,590 as of August 31, 2020 reflects Special Purpose Local Option Sales Tax for Education (EdSPLOST) collections, proceeds of bond sales for capital outlay purposes, and transfers from the General Fund less bond refundings, bond issuance costs, transfers of EdSPLOST to the Debt Service Fund and capital outlay expenses paid.

Cherokee County School District received $4,146,043 in August 2020, for the month of July 2020, the 31st month of 60 monthly sales tax collections for the 2018-2022 EdSPLOST. Collections received were above projections (detail included) for the month by $1,099,527 and above cumulative projections by $21,662,128.

EdSPLOST collections are accumulated within the Building Fund to be used for specified capital outlay purchases (limited pay-as-you-go) and transferred to the Debt Service Fund at the appropriate time to meet annual bond obligations (January and July). Excess EdSPLOST collections above projections are used to meet critical capital outlay needs and/or transferred to the Debt Service Fund as a safeguard against future negative economic conditions, assuring the School District can meet future bond payments.

Debt Service Fund

The Debt Service Fund balance as of August 31, 2020 is $60,429,753 representing funds accumulated from EdSPLOST collections, collections from the one mill of property tax approved by the School Board, interest earned from investments and Invested Sinking Fund earnings. The Invested Sinking Fund is attached to the Series 2010B Bond issuance and is structured to fully pay the annual debt service on the Series 2010B bonds through January 2028. Annual Debt Service payments are made in February and August of each year, according to the Debt Service Schedule published annually in the Cherokee County School District Budget Book.

Federal/State/Competitive Grants and School Nutrition Funds

The School Nutrition Fund Balance as of August 31, 2020 is $5,987,417 and represents the difference between revenues from all sources and all expenditures. This amount is held in reserve to cover potential funding shortfalls or unexpected expenses.

Federal, State and Competitive grant funds are annually awarded to the School District based on funding formulas (Federal Title Programs) and/or program applications (State and competitive grants). As funds are expended, reimbursements are sought from the various programs. Local funds are not intended to cover shortfalls within grant programs nor are grants intended to carry a fund balance.

Cherokee County School District
FINANCIAL REPORT
AS OF AUGUST 31, 2020

BALANCE SHEET

	GENERAL FUND	DEBT SERVICE FUND	BUILDING FUND	FED FUNDS AND SCHOOL NUTRITION	TOTAL
ASSETS					
Cash	$ 39,248,535	$ 39,906,373	$ 35,298,152	$ 1,509,309	$ 115,962,369
Investments	1,019,343	20,523,380	-	-	21,542,723
Inventory	183,153	-	-	945,868	1,129,021
Accounts Receivable	1,391,033	-	-	4,465,825	5,856,858
TOTAL ASSETS	$ 41,842,064	$ 60,429,753	$ 35,298,152	$ 6,921,002	$ 144,490,971
LIABILITIES					
Salaries and Benefits Payable	$ 12,367,923	$ -	$ -	$ 165,412	$ 12,533,335
Accounts Payable	184,142	-	1,955,562	768,173	2,907,877
FUND BALANCE					
Fund Balance 8/31/2020	29,289,999	60,429,753	33,342,590	5,987,417	129,049,759
TOTAL LIABILITIES AND FUND BALANCE	$ 41,842,064	$ 60,429,753	$ 35,298,152	$ 6,921,002	$ 144,490,971

REVENUE AND EXPENSE

Revenue	$ 6,482,979	$ 15,869,879	$ 4,202,288	$ 2,649,247	$ 29,204,393
Expense	40,219,932	30,772,646	21,225,288	2,849,255	95,067,121
Excess Revenue over Expense	(33,736,953)	(14,902,767)	(17,023,000)	(200,008)	$ (65,862,728)
BEGINNING FUND BALANCE 7/01/2020	63,026,952	75,332,520	50,365,590	6,187,425	194,912,487
ENDING FUND BALANCE 8/31/2020	**$ 29,289,999**	**$ 60,429,753**	**$ 33,342,590**	**$ 5,987,417**	**$ 129,049,759**

General Fund
Comparison of Budget to Actual
July 1, 2020 to August 31, 2020

Description	2020-21 Budget	Year to Date	Available Budget
Revenue			
Federal	$ 168,238	$ -	$ 168,238
Local	198,068,541	1,485,814	196,582,727
State	212,587,837	4,645,024	207,942,813
Other	1,591,951	352,141	1,239,810
Total Revenue	**$ 412,416,567**	**6,482,979**	$ 405,933,588
Expense			
Instructional Services	$ 282,077,241	$ 23,529,570	$ 258,547,671
Pupil Services	18,866,654	1,491,098	17,375,556
Improvement of Instructional Services	14,462,288	2,143,829	12,318,459
Instructional Staff Training	227,045	161	226,884
Educational Media Services	5,054,928	380,678	4,674,250
General Administration	3,245,486	688,365	2,557,121
School Administration	26,889,398	4,065,860	22,823,538
Support Services - Business	2,762,390	428,895	2,333,495
Maintenance & Operation of Plant	29,350,728	4,333,924	25,016,804
Student Transportation Services	22,740,587	1,956,500	20,784,087
Support Services - Central	4,257,245	884,123	3,373,122
School Nutrition Program	154,905	-	154,905
Facilities Acquisition and Construction Services	368,804	116,929	251,875
Outgoing Transfers	1,919,601	200,000	1,719,601
Debt Service	29,688	-	29,688
Total Expense	**$ 412,406,988**	**$ 40,219,932**	$ 372,187,056
Excess Revenue over Expense	**$ 9,579**	**$ (33,736,953)**	$ 33,746,532

1% SALES TAX (2018-2022)
COMPARISON OF COLLECTIONS
THROUGH AUGUST 2020

REPORTING MONTH	60 MONTH COLLECTION PERIOD	PROJECTED COLLECTIONS	BOE 1% COLLECTIONS	DIFFERENCE BETWEEN ACTUAL AND PROJECTED COLLECTIONS
February 2018	**January 2018 (1)**	$ 2,482,396	$ 2,974,362	$ 491,966
March 2018	**February 2018 (2)**	2,569,511	2,610,220	40,709
April 2018	**March 2018 (3)**	2,735,881	3,482,968	747,087
May 2018	**April 2018 (4)**	2,726,393	3,174,263	447,870
June 2018	**May 2018 (5)**	2,796,817	3,361,741	564,924
July 2018	**June 2018 (6)**	2,841,541	3,476,673	635,132
August 2018	**July 2018 (7)**	2,871,634	3,479,906	608,272
September 2018	**August 2018 (8)**	2,818,552	3,380,345	561,793
October 2018	**September 2018 (9)**	2,792,606	3,108,962	316,356
November 2018	**October 2018 (10)**	2,736,315	3,627,964	891,649
December 2018	**November 2018 (11)**	2,906,999	3,499,055	592,056
January 2019	**December 2018 (12)**	3,588,310	4,145,833	557,523
February 2019	**January 2019 (13)**	2,556,868	3,278,360	721,492
March 2019	**February 2019 (14)**	2,646,596	3,135,700	489,104
April 2019	**March 2019 (15)**	2,817,958	3,559,057	741,099
May 2019	**April 2019 (16)**	2,808,185	3,717,585	909,400
June 2019	**May 2019 (17)**	2,880,722	3,800,003	919,281
July 2019	**June 2019 (18)**	2,926,787	3,621,310	694,523
August 2019	**July 2019 (19)**	2,957,783	3,871,832	914,049
September 2019	**August 2019 (20)**	2,903,109	3,627,866	724,757

1% SALES TAX (2018-2022)
COMPARISON OF COLLECTIONS
THROUGH AUGUST 2020

REPORTING MONTH	60 MONTH COLLECTION PERIOD	PROJECTED COLLECTIONS	BOE 1% COLLECTIONS	DIFFERENCE BETWEEN ACTUAL AND PROJECTED COLLECTIONS
October 2019	**September 2019 (21)**	2,876,384	3,587,669	711,285
November 2019	**October 2019 (22)**	2,818,405	3,686,737	868,332
December 2019	**November 2019 (23)**	2,994,209	3,760,601	766,392
January 2020	**December 2019 (24)**	3,695,959	4,469,659	773,700
February 2020	**January 2020 (25)**	2,633,574	3,457,342	823,768
March 2020	**February 2020 (26)**	2,725,994	3,283,286	557,292
April 2020	**March 2020 (27)**	2,902,497	3,504,562	602,065
May 2020	**April 2020 (28)**	2,892,430	3,609,128	716,698
June 2020	**May 2020 (29)**	2,967,144	4,030,403	1,063,259
July 2020	**June 2020 (30)**	3,014,591	4,125,359	1,110,768
August 2020	**July 2020 (31)**	3,046,516	4,146,043	1,099,527
		$ 88,932,666	$ 110,594,794	$ 21,662,128

CHEROKEE COUNTY SCHOOL DISTRICT
1% SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST)
2018-2022 PROJECTED COLLECTIONS

	2018	2018-19	2019-20	2020-21	2021-22	2022
July	$ -	$ 2,871,634	$ 2,957,783	$ 3,046,516	$ 3,137,912	$ 3,232,049
August	$ -	$ 2,818,552	$ 2,903,109	$ 2,990,202	$ 3,079,908	$ 3,172,306
September	$ -	$ 2,792,606	$ 2,876,384	$ 2,962,676	$ 3,051,556	$ 3,143,103
October	$ -	$ 2,736,315	$ 2,818,405	$ 2,902,957	$ 2,990,046	$ 3,079,747
November	$ -	$ 2,906,999	$ 2,994,209	$ 3,084,035	$ 3,176,556	$ 3,271,853
December	$ -	$ 3,588,310	$ 3,695,959	$ 3,806,838	$ 3,921,043	$ 4,038,675
January	$ 2,482,396	$ 2,556,868	$ 2,633,574	$ 2,712,581	$ 2,793,958	$ -
February	$ 2,569,511	$ 2,646,596	$ 2,725,994	$ 2,807,774	$ 2,892,007	$ -
March	$ 2,735,881	$ 2,817,958	$ 2,902,497	$ 2,989,571	$ 3,079,259	$ -
April	$ 2,726,393	$ 2,808,185	$ 2,892,430	$ 2,979,203	$ 3,068,579	$ -
May	$ 2,796,817	$ 2,880,722	$ 2,967,144	$ 3,056,158	$ 3,147,843	$ -
June	$ 2,841,541	$ 2,926,787	$ 3,014,591	$ 3,105,029	$ 3,198,180	$ -
Total by Fiscal Year	$ 16,152,539	$ 34,351,532	$ 35,382,079	$ 36,443,540	$ 37,536,847	$ 19,937,733
Total Projected Collections						$ 179,804,270

The amount shown in each month is the expected collection amount. Actual receipt would occur in the subsequent month.

Revised August 28, 2017

Agenda Request Form

Meeting Date	Agenda Item Number
September 17, 2020	D-2

Title

Proposed Issuance of a Tax Anticipation Note (TAN)

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Issuance of a Tax Anticipation Note (TAN)

Summary Explanation and Background

The School District derives a large part of its annual operating revenue from the collection of property tax in the county. Property tax is collected one time per year, generally between October and December. Because of the timing of the collection of property taxes, the School District experiences a short-term cash flow interruption requiring short-term borrowing in the form of a Tax Anticipation Note ("TAN"), which must be repaid in full prior to the end of the calendar year.

The School Board is, therefore, asked to consider and approve the Superintendent's recommendation to adopt in substantially similar form, the attached Resolution authorizing the issuance of $9.5 million of a TAN to the financial institution submitting the lowest qualified interest rate bid. Interest rate bids will be solicited, received and evaluated by staff and representatives from Davenport and Company, the District's Independent Financial Consultant, prior to the September 17, 2020 Board Meeting.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

Estimated interest expense $29,688. Actual expense to be based on bid.

Exhibits: (List)

Resolution Authorizing Sale of a Tax Anticipation Note (TAN)

Source of Additional Information

Kenneth Owen	770.479.1871
Dr. Brian V. Hightower	770.479.1871

A RESOLUTION OF THE CHEROKEE COUNTY BOARD OF EDUCATION PROVIDING FOR THE ISSUANCE AND SALE OF A TAX ANTICIPATION NOTE IN PRINCIPAL AMOUNT OF $9,500,000 AND FOR OTHER RELATED PURPOSES:

WHEREAS, the Cherokee County School System (the "Issuer") is a duly created and validly existing political subdivision of the State of Georgia under the Constitution and laws of the State of Georgia; and

WHEREAS, the Cherokee County Board of Education, the governing body of the Issuer charged with contracting debts and managing the affairs of the Issuer (the "Governing Body"), has determined that it is in the best interest of the Issuer to pay current expenses for calendar year 2020 in anticipation of the receipt of taxes levied or to be levied for the Issuer's General Fund (the "General Fund"); and

WHEREAS, the Issuer is authorized by Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated, to borrow money to pay current expenses during any calendar year and to evidence such borrowing by issuing tax anticipation notes in anticipation of the receipt of taxes levied or to be levied for the General Fund for expenses payable in such calendar year; and

WHEREAS, the Issuer proposes to issue a tax anticipation note in the principal amount of $9,500,000 (the "Note") to pay the current expenses of the Issuer.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer and it is hereby resolved by authority of the same, as follows:

Section 1. Findings. The Governing Body hereby finds and determines as follows: (a) there are no other temporary loans or other contracts, notes, warrants or obligations for current expenses which have been issued by the Issuer in calendar year 2020; (b) the principal amount of the Note does not exceed 75% of the total gross income from taxes collected by the Issuer in calendar year 2019 for the General Fund; (c) the aggregate principal amount of the Note, together with other contracts, notes, warrants or obligations of the Issuer for current expenses in calendar year 2020 for the General Fund, does not exceed the total anticipated revenues of the Issuer for the General Fund for calendar year 2020; (d) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2019 or any prior calendar year remains unpaid as of the date hereof; and (e) a need exists for the Issuer to borrow $9,500,000to pay current expenses of the Issuer in calendar year 2020 prior to the receipt of sufficient revenues from taxes levied or to be levied for the General Fund for 2020.

Section 2. Authorization of Note.

(a) The issuance of the Note in the principal amount of $9,500,000 is hereby authorized. The Note shall be designated "Cherokee County School System Tax Anticipation Note, Series 2020." The Note shall be dated as of the date of issuance thereof; shall bear interest

at the rate of [Interest Rate]% per annum, calculated on the basis of the actual number of days elapsed in a 360-day year; shall be payable as to principal and interest in lawful money of the United States of America to the person who is the registered owner of the Note on December 14, 2020; shall be numbered R-1 upward; and shall mature and together with accrued interest shall be payable on December 29, 2020 (the "Maturity Date").

(b) The Note shall be issued in the form of a single fully registered note. The Note shall be executed by the manual signature of the Chairman or Vice Chairman of the Governing Body and by the manual signature of the Secretary, and the corporate seal of the Issuer shall be impressed thereon. In case any officer whose signature shall be affixed to the Note or who shall have sealed the Note shall cease to be such officer before the Note so signed and sealed shall have been actually delivered, the Note, nevertheless, shall be a valid obligation of the Issuer and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the Issuer when the Note shall be actually delivered.

Section 3. Approval of Form of Note. The Note as initially issued shall be issued in substantially the form attached hereto as Exhibit A with such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Governing Body, and the execution and delivery of the Note shall be conclusive evidence of such approval.

Section 4. Designation of Paying Agent. The Issuer's Assistant Superintendent of Financial Management is hereby designated as Paying Agent, Note Registrar and Authenticating Agent with respect to the Note.

Section 5. Tax Revenues Used to Repay Note; General Obligation. The Issuer agrees to use for payment of the Note and the interest thereon a sufficient portion of the revenues received by the Issuer from taxes levied or to be levied for calendar year 2020 for the General Fund, subject to the 20 mill limitation prescribed by law, and other funds available for such purpose. The indebtedness to be evidenced by the Note is a general obligation of the Issuer, and the full faith and credit of the Issuer are hereby pledged to secure the payment of the principal of and interest on the Note.

Section 6. Authentication of Note. The Note as originally issued and all Notes issued in connection with a registration of transfer shall not be valid for any purpose unless and until a certificate of authentication substantially in the form set forth in Exhibit A shall be duly executed by the Note Registrar.

Section 7. Transfer and Exchange of Note. The Note Registrar shall cause to be kept books for the registration of transfer of the Note. The Note may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer at the principal office of the Note Registrar, the Issuer shall execute, and the Note Registrar shall authenticate and deliver in the name of the transferee, a new Note, numbered consecutively in order of issuance according to the records of the Note Registrar. Such

registration of transfer shall be without charge to the owner of the Note, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Note requesting such registration of transfer as a condition precedent to the exercise of such privilege. The Note is subject to transfer restrictions as set forth in the Note.

Except as provided in Section 9 hereof, the Note may be not be exchanged.

Section 8. Registered Owners. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

Section 9. Mutilated or Destroyed Note. In case the Note shall become mutilated or be destroyed or lost, the Issuer may cause to be executed, authenticated and delivered a new Note in exchange or substitution for any such Note upon, in the case of a mutilated Note, surrender of such Note, or in the case of destroyed or lost Note, the owners filing with the Issuer, the Paying Agent and the Note Registrar evidence satisfactory to them that such Note was destroyed or lost and providing indemnity satisfactory to them, provided that if the owner of such destroyed or lost Note has a minimum net worth of at least $25,000,000, such person's own unsecured agreement of indemnity shall be deemed to be satisfactory. If the Note shall have matured, instead of issuing a new Note, the Issuer may pay the same.

Section 10. Redemption. [The Note is not subject to redemption or prepayment prior to maturity as is more fully provided in the form thereof.]

Section 11. Tax Covenants and Representations. The Note is being issued by the Issuer in compliance with the conditions necessary for the interest income on the Note to be excludable from gross income for federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). It is the intention of the Issuer that the interest on the Note be and remain excludable from gross income for federal income tax purposes, and, to that end, the Issuer hereby covenants with the owner of the Note, as follows:

(a) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Note under Section 103 of the Code.

(b) It will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds of the Issuer or take or omit to take any action in a way that would cause the Note to be (i) a "private activity bond" within the meaning of Section 141 of the Code, (ii) an obligation which is "federally guaranteed" within the meaning of Section 149 of the Code or (iii) a "hedge bond" within the meaning of Section 149 of the Code. Without limiting the foregoing, the Issuer will not allow 10% or more of the

proceeds of the Note to be used in the trade or business of any private business and will not loan 5% or more of the proceeds of the Note to any nongovernmental units.

(c) It will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds of the Issuer or take or omit to take any action that would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code. To that end, the Issuer will comply with all requirements of Section 148 of the Code to the extent applicable to the Note.

Section 12. Approval of Tax Documents. The Chairman or Vice Chairman of the Governing Body is hereby authorized to execute on behalf of the Issuer a Tax and Non-Arbitrage Certificate to assure the owner of the Note and Murray Barnes Finister LLP, Bond Counsel, that the interest on the Note will remain excludable from gross income for federal income tax purposes and that the proceeds of the Note will not be used in a manner which would result in the Note being an "arbitrage bond" within the meaning of Section 148 of the Code. The Chairman of the Governing Body or Vice Chairman of the Governing Body is further authorized to execute on behalf of the Issuer an Internal Revenue Service Form 8038-G "Information Return for Tax-Exempt Governmental Obligations" related to the issuance of the Note.

Section 13. General Authority. From and after the date of adoption of this resolution, any member of the Governing Body and the officers, employees and agents of the Issuer are hereby authorized to do such acts and things, and to execute and deliver all such certificates or agreements as may be necessary or desirable in connection with the issuance of the Note. Without limiting the foregoing, the Vice-Chairman of the Governing Body is authorized to execute any and all documents on behalf of the Chairman of the Governing Body, and the Assistant Secretary of the Governing Body is authorized to execute any and all documents on behalf of the Secretary of the Governing Body. All actions of the Governing Body, officers, employees or agents of the Issuer taken in connection therewith prior to the date hereof are hereby ratified and confirmed.

Section 14. Sale of Note. The sale of the Note to [Purchaser] for the price of 100% of the par amount of the Note is hereby approved.

Section 15. Repeal of Conflicting Resolutions; Effective Date. This Resolution shall be in full force and effect immediately upon its adoption, and any and all resolutions or parts of resolutions in conflict with this Resolution shall be, and they are, to the extent of such conflict, hereby repealed.

Adopted and approved by the Cherokee County Board of Education on September 17, 2020.

CHEROKEE COUNTY BOARD OF EDUCATION

(SEAL)

By:_____
Chairman

Attest:

_____
Secretary

EXHIBIT A

FORM OF NOTE

TRANSFER OF THIS NOTE IS SUBJECT TO THE RESTRICTIONS DESCRIBED HEREIN

UNITED STATES OF AMERICA

STATE OF GEORGIA

CHEROKEE COUNTY SCHOOL SYSTEM
TAX ANTICIPATION NOTE,
SERIES 2020

Number: R-1

Maturity Date	Date of Original Issue
December 29, 2020	September 29, 2020
Principal Amount: $9,500,000	Registered Owner: [Purchaser]

KNOW ALL MEN BY THESE PRESENTS: CHEROKEE COUNTY SCHOOL SYSTEM, a political subdivision of the State of Georgia (the "Issuer"), for value received, hereby promises to pay the Registered Owner or its successors or assigns the principal amount set forth above, together with interest thereon at the rate of [Interest Rate]% per annum (calculated on the basis of the actual number of days elapsed in a 360-day year), in immediately available funds, on the Maturity Date set forth above, to the registered owner hereof.

This Note is being issued as a single instrument with an authorized denomination equal to its principal amount. Both principal hereof and interest hereon are payable by wire transfer by the Issuer's Assistant Superintendent of Financial Matters, as paying agent, note registrar and authenticating agent (the "Paying Agent"), to the person who is the registered owner hereof as of December 14, 2020. Both principal hereof and interest are payable in lawful money of the United States of America. The Issuer also promises to pay any and all amounts owed by the Issuer as arbitrage rebate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended and any amounts expended by any owner of this Note in connection with the collection of amounts owed hereunder, including, but not limited to attorneys' fees.

This Note is issued in anticipation of the receipt of taxes levied or to be levied for the Issuer's general fund in calendar year 2020, subject to the 20 mill limitation prescribed by law. The principal amount of this Note together with all other temporary loans, notes, warrants or similar obligations does not exceed 75% of the total revenues from taxes collected for the General Fund by the Issuer in calendar year 2019 and does not exceed, together with other contracts, notes, warrants and obligations of the Issuer for calendar year 2020 payable from the General Fund, the total anticipated revenues from taxes of the Issuer for the General Fund for calendar year 2020. No temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2019 or any prior calendar year remains unpaid.

This Note was authorized to be issued pursuant to a resolution adopted by the Cherokee County Board of Education (the "Board of Education") on September 17, 2020 (the "Resolution").

[This Note is not subject to prepayment or redemption prior to maturity.]

The indebtedness evidenced by this Note is a general obligation of the Issuer, and the full faith, credit and taxing power of the Issuer have been pledged to secure the payment of the principal of and interest on this Note.

This Note may be registered as transferred by the registered owner hereof in person or by the owner's attorney duly authorized in writing, but only in the manner, subject to the limitations specified in the Resolution, and upon surrender and cancellation of this Note. Upon such registration of transfer, a new note will be issued to the transferee in exchange therefor. No service charge shall be made for any registration of transfer, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge as a condition precedent to the exercise of such privilege. THIS NOTE MAY ONLY BE REGISTERED AS TRANSFERRED TO A PERSON THAT HAS EXECUTED AND DELIVERED TO THE NOTE REGISTRAR AN INVESTMENT LETTER IN THE FORM DELIVERED IN CONNECTION WITH THE ORIGINAL ISSUANCE OF THE NOTE.

Except for exchanges of mutilated notes provided in the Resolution, this Note may not be exchanged.

The person in whose name this Note is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered owner shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Georgia to be done precedent to or as a condition to the issuance of this Note have been properly done, have happened and have been performed in the manner required by the Constitution and laws of the State of Georgia; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the Issuer will use a sufficient amount of the proceeds of such tax levies and other available funds

for the payment of this Note and the interest hereon; and that this Note, together with all other indebtedness of the Issuer, is within every debt or other limit provided by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the Issuer acting by and through the Board of Education, has caused this Note to be executed in its corporate name by the manual signature of the Chairman, and attested by the manual signature of the Secretary and the corporate seal of the Issuer to be impressed or imprinted hereon, all as of the date of original issue as shown above.

CHEROKEE COUNTY SCHOOL SYSTEM

(SEAL)

By:_____
Chairman, Board of Education

Attest:

_____
Secretary, Board of Education

CERTIFICATE OF AUTHENTICATION

This is the Note described in the within mentioned authorizing resolution of the Cherokee County Board of Education adopted on September 17, 2020, and is hereby authenticated.

ASSISTANT SUPERINTENDENT OF FINANCIAL MANAGEMENT, as Note Registrar

By:_____
Kenneth Owen

Date of Authentication: September 29, 2020

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

_____

_____

_____

_____

_____

the within Note of the Cherokee County School System and does hereby constitute and appoint _____ attorney to transfer the said Note on the books of the Note Registrar, with full power of substitution in the premise.

Date:

In the presence of:_____

_____
Noteholder

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to the Cherokee County School System Tax Anticipation Note, Series 2020 in the principal amount of $9,500,000, which resolution was duly adopted at a meeting of the Cherokee County Board of Education (the "Governing Body") that was duly called and assembled in accordance with applicable law on September 17, 2020, that was open to the public, and at which a quorum was present and acting throughout, that the original of said resolution appears of record in the minute book of the Governing Body which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the Governing Body on September 17, 2020.

(SEAL)

Secretary, Board of Education

Agenda Request Form

Meeting Date	Agenda Item Number
September 17, 2020	F-1

Title

Monthly Update on Capital Outlay Projects

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of the Monthly Update on Capital Outlay Projects

Summary Explanation and Background

See the attached report from the Chief Support Services Officer regarding the status of the current Capital Outlay Projects.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

See Attachment

Source of Additional Information

William J. Sebring	770.479.1871
Steve Werner	770.479.1871

Cherokee County School District

DATE: 04 September 2020

TO: Dr. Brian V. Hightower
Superintendent of Schools

FROM: William J. Sebring
Chief Support Services Officer

SUBJECT: Construction Status Reports

Capital Improvements staff has reviewed the architect's monthly status report on the current construction projects. A summary of the progress for each project is shown below:

Bus Shop I – New Fuel Island

- Long lead items (i.e. fuel tanks, fueling equipment and canopies) have been released for fabrication.
- General Contractor plans to mobilize mid-September.
- This project is scheduled for completion March 2021.

Creekview HS Agri-Science Lab

- Architect/Engineer punch list inspections are taking place.
- Overhead inspections are complete.
- Canopy and sidewalk installations are finished.
- This project is scheduled for completion December 2020.

Etowah HS Athletic Facility Improvements

- Underground utility installation is progressing at the baseball field.
- Grading for MSE wall at the visitor's fieldhouse continues.
- Curb and gutter work are scheduled to begin within the next week.
- This project is scheduled for completion August 2021.

Woodstock MS Classroom Addition

- Rock removal is complete.
- Concrete foundations and masonry are underway.
- Retaining wall construction is in progress.
- This project is scheduled for completion August 2021.

1205 Bluffs Parkway
Canton, Georgia 30114
770.479.1871
www.cherokeek12.net

Woodstock HS Auxiliary Gym

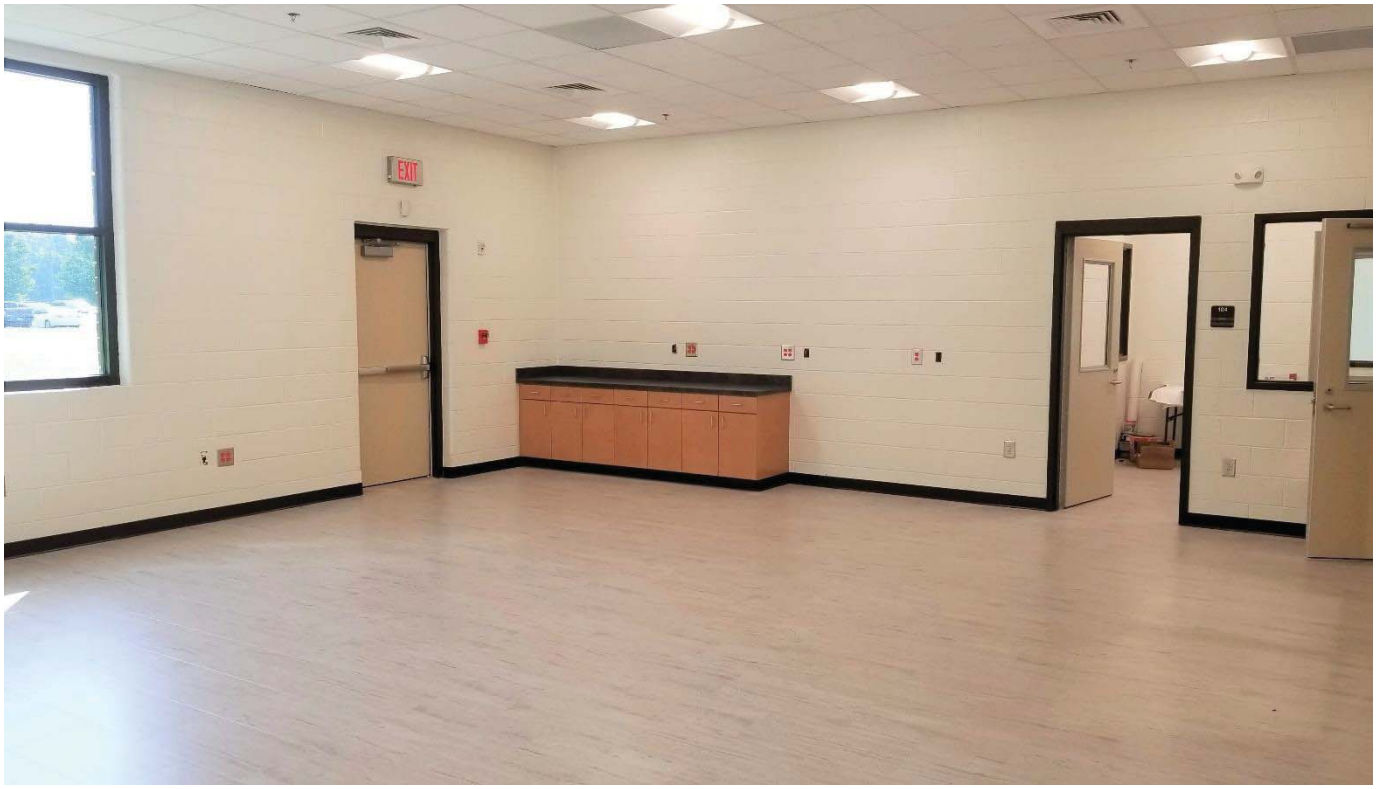
- Building footing and pad grading is underway.
- Access drive and parking area grading is in progress.
- Curb and gutter are in place.
- Underground utilities are roughed in.
- This project is scheduled for completion August 2021.



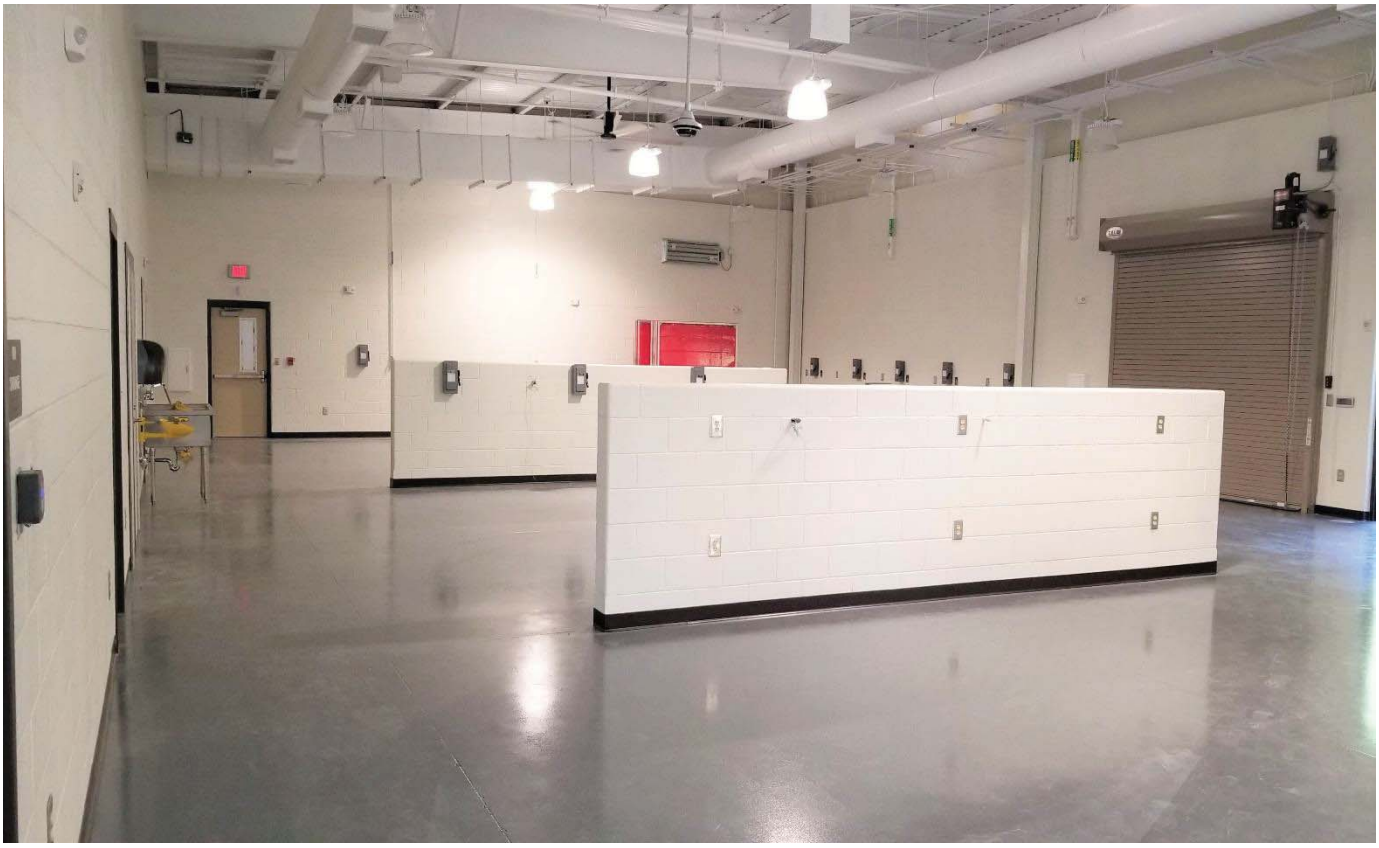
WJS

WJS/SW:mm
Attachments

Creekview High School Agri-Science Lab



Interior View – Classroom



Interior View - Lab

Etowah High School Athletic Facility Improvements



Aerial View – Baseball Field



Aerial View – Softball Field

Woodstock High School Auxiliary Gym



Aerial View

Woodstock Middle School Classroom Addition



Aerial View

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
September 17, 2020	G-1

Title

Recommendations and Resignations/Terminations of Employment for Certified and Classified Personnel

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Recommendations, Resignations, Terminations of Employment and Transfers for Certified and Classified Personnel

Summary Explanation and Background

The recommendations include the following items:

1. Certified Recommendations
2. Certified Resignations/Terminations of Employment
3. Classified Recommendations
4. Classified Transfers
5. Classified Resignations/Terminations of Employment

Priority Area

Quality Workforce

Financial Impact

N/A

Exhibits: (List)

Summary List of Recommendations

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Rick Beaulieu	770.479.1871

Cherokee County School District

G1 Summary Report

BOE Meeting Date: 9/17/2020

Certified Recommendations

Name	Location	Position	Start Date
Aguilar-Leroux, Patricia	Cherokee High School	Foreign Languages Teacher	8/26/2020
Destin, Valerie	Cherokee High School	Foreign Languages Teacher	9/1/2020
Hypolite, Karen	Creekview High School	Science Teacher	9/3/2020
George, Hope	E.T. Booth Mid School	8th Grade Teacher	9/14/2020
Ballew, Annabel	Freedom Mid School	6th Grade Teacher	9/2/2020
Gianfala, Madison	Freedom Mid School	6th Grade Teacher	9/2/2020
Kuykendall, Traci	Freedom Mid School	6th Grade Teacher	9/2/2020
Grooms, Dena	Mill Creek Mid School	7th Grade Teacher	9/9/2020
Rosier, Tammeron	River Ridge High School	Sped IRR Teacher	9/14/2020

Certified Transfers

Name	Location	Position	Start Date
No records found			

Certified Resignations/Terminations

Name	Location	Position	End Date
Dowdy, Christina	Arnold Mill Elem School	5th Grade Teacher	10/1/2020
Tucker, Sherry	Ball Ground Elem School	1st Grade Teacher	9/30/2020
Lord, Pamela	Bascomb Elem School	3rd Grade Teacher	9/30/2020
Allen, Marsha	Bascomb Elem School	EIP Teacher	9/30/2020
Lewis, Lenora	Creekview High School	Science Teacher	8/28/2020
Ewers, Tony	River Ridge High School	Career Path Teacher	11/20/2020
Quackenbush, Elizabeth	Woodstock High School	Foreign Languages Teacher	9/4/2020
Bevins, Sandra	Woodstock Mid School	8th Grade Teacher	9/15/2020

Classified Recommendations

Name	Location	Position	Start Date
Metcalf, Stephanie	Oak Grove Preschool	PK ParaPro	9/2/2020
McGaw, Keith	Police	Police Officer	9/1/2020
Scott, Vicki	Transportation	Bus Attendant	9/11/2020

Classified Transfers

Name	Location	Position	Start Date
Puccio, Sheryl	Admin - Superintendent	Coordinator	12/1/2020
Roberts, Brandon	E.T. Booth Mid School	Sped IRR Teacher	9/10/2020
Blanton, Darby	Freedom Mid School	6th Grade Teacher	9/2/2020
Curtis, Cade	Mill Creek Mid School	6th Grade Teacher	9/4/2020
Hedges, Toni	School Nutrition	Coordinator	9/8/2020

Classified Resignations/Terminations

Name	Location	Position	End Date
Carey, Sandi	Admin - Human Resources	Clerical 8	12/18/2020
Ledford, Quilla	Ball Ground Elem School	School Nutrition Worker	8/12/2020
Winters, Donna	Bascomb Elem School	KK ParaPro	11/20/2020
Moreno, Julie	Bascomb Elem School	KK ParaPro	9/2/2020
Stone, Danielle	Carmel Elem School	School Nutrition Asst	9/4/2020
Cole, Elizabeth	Clark Creek Elem School	School Nutrition Worker	9/11/2020

Cherokee County School District

G1 Summary Report

BOE Meeting Date: 9/17/2020

Classified Resignations/Terminations

Name	Location	Position	End Date
Siano, Matthew	L.R. Tippens Center	IEP ParaPro	9/4/2020
Jance, Megan	L.R. Tippens Center	PK ParaPro	9/4/2020
Chinn, Lauren	Sequoyah High School	SID-PID ParaPro	9/11/2020
Utter, Sheila	Transportation	Bus Attendant	9/8/2020
Thompson, Jerry	Transportation	Bus Attendant	8/26/2020
Gibbs, Chad	Transportation	Bus Driver	9/18/2020
Hosmer, Kathie	Woodstock Elem School	School Nutrition Worker	10/30/2020

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
September 17, 2020	I-1

Title

Contract and Memorandum of Understanding with Ninth District Opportunity, Inc

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Contract and Memorandum of Understanding with Ninth District Opportunity, Inc. for October 1, 2020 through September 30, 2021

Summary Explanation and Background

The CCSD and the Ninth District Opportunity, Inc (NDO) have entered into an annual contract to operate the Head Start and Pre-K program at the Ralph Bunch Center dating back to 1973. Johnston Preschool was added SY2009-10. Effective October 1, 2020, this contract will provide for a continuation of this program at these two locations. By engaging in this joint venture, the CCSD provides critically-needed educational opportunities for 74 Head Start students.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

1) NDO funding is $469,232 for salary/benefits; 2) CCSD in-kind funding is $465,255

Exhibits: (List)

Copy of Proposed Contract and Memorandum of Understanding

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Dr. Debra Murdock	770.479.1871

NINTH DISTRICT OPPORTUNITY, INC.
Gainesville, Georgia

CONTRACT

THIS CONTRACT, entered into as of this 24th day of August, 2020, by and between NINTH DISTRICT OPPORTUNITY, INC., of the County of Hall, State of Georgia, (hereinafter referred to as "NDO") and Cherokee County Board of Education, State of Georgia, (hereinafter referred to as the "Board").

WITHNESSETH THAT:

WHEREAS, NDO on the 1st day of October, 2020, received Grant 04CH010415 under the DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION FOR CHILDREN AND FAMILIES (hereinafter referred to as "ACF"), and

WHEREAS, pursuant to said Grant NDO is undertaking certain activities, including operating a Head Start Program; and

WHEREAS, NDO desires to engage the Board to provide certain staff for such undertaking;

NOW THEREFORE, NDO and the Board do mutually agree as follows:

1. NDO shall operate a Head Start Program for 74 children under the conditions as set forth in the above mentioned Grant plus the terms and conditions contained in the Contract.

2. The Parties agree to accept all children for participation within the Head Start Program without regard to gender, race, political affiliation, age, national origin or disability.

3. Certain privacy laws exist relative to student information and student records, and due to the need to maintain the privacy interests of students, the Parties agree not to discuss, divulge, disclose or disseminate the contents of any student record, nor divulge to anyone any issues or matters which could be deemed student information. Specifically, the Parties agree to be bound by the confidentiality provisions set forth in the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. Section 1232 (g).

4. This Contract shall begin on the 1st day of October 2020, and shall terminate no later than the 30th day of September, 2021.

5. Individuals who serve as teachers in the Head Start program must hold a baccalaureate, or advanced degree in early childhood education; or a baccalaureate, or advanced degree in a field related to early childhood education, with experience in teaching preschool children. Teaching assistants must hold a minimum of a preschool

child development associate (CDA) as required in the Head Start Act of 2007. Family Partners must possess, at a minimum, a credential or certification in social work, human services, family services, counseling or a related field. **Failure to comply with this requirement will result in the person no longer working in the Head Start program.**

6. Persons employed by the Board for the Head Start Program under this Contract shall be employees of the Board, but must adhere to conditions in Paragraph 5 relating to qualifications of teaching staff. The Board shall have complete control over the hiring and firing of the employees with approval from the Head Start Policy Council. Such employees must adhere to all Board policies and procedures and in addition, are subject to the requirements set forth in the Head Start Program Performance Standards and the 2007 Head Start Act. The reimbursement of employees' wages, salaries, bonuses and fringe benefits by NDO to the Board out of funds allocated under this Contract to the project is a bookkeeping or administrative function only and shall not be deemed to be an employer related function. Such payments shall be made directly to the Board as set forth in Paragraphs 7 & 8 of this Contract. The Board shall pay the respective employees of the Head Start Program under this Contract.

7. Payroll reimbursement to the Board by NDO shall be as follows:

Immediately following the preparation and distribution of payroll checks, the Board will summarize on the Invoice and Progress Reports Form, the Board's actual costs for gross wages paid, employer's portion of FICA where applicable, group insurance where applicable, retirement, the estimated cost of Workmen's Compensation insurance and the estimated cost of state unemployment benefits. The Invoice and Progress Report Form must be submitted to NDO on a monthly basis. All invoices must be received by NDO on, or before, September 23, 2021.

NDO will, within ten (10) working days from the date of receipt of such Invoice and Progress Report, forward a check to the Board in payment of the costs reported as above. The Board in accepting such payment will assume full responsibility for payment of actual costs, as they occur, and the Board will receive no additional reimbursement nor will NDO receive any refunds for costs related to the period specified.

The Board will furnish individual time sheets for the related period, prior to, or at the same time Invoice and Progress Reports are forwarded to NDO.

The Parties agree that payment and reimbursement of wages shall be in accordance with applicable state and/or federal laws including but not limited to the Fair Labor Standards Act.

8. It is expressly understood and agreed that the total amount of federal funds allocated for employee expenses for the Cherokee County Head Start Program is $465,255. The following amounts are allocated to the following purposes:

a. Personnel $314,362
b. Fringe Benefits $150,893

The above mentioned funds are to be used for the following positions:

- 3 Teachers – 40 hours per week for 38 weeks
- 1 Teacher – 20 hours per week for 38 weeks
- 1 Curriculum Director – 40 hours per week for 50 weeks
- 3 Assistant Teachers – 40 hours per week for 38 weeks
- 1 Assistant Teacher – 10 hours per week for 38 weeks
- 2 Family Partners – 35 hours per week for 51 weeks
- 1 Administrative Assistant – 25 hours per week for 38 weeks
- 1 Cook – 30 hours per week for 37 weeks
- Substitutes as needed

9. The Board will contribute $469,232 toward the expenses of the program. Such contribution shall be in cash in the amount of $0 and/or In-Kind in the amount of $469,232. Such records and accounts deemed necessary for the accounting for In-Kind shall be maintained by NDO. Said In-Kind contribution shall consist of:

- Ralph Bunche – 10,705 sq. ft. classroom & office space @ $15.19/sq. ft. $162,609 ($13,550.75/month)
- Johnston Elementary – 21,016 sq. ft. classroom & complimentary space @ $14.59/sq. ft $306,623 ($25,551.91/month)

10. NDO shall provide bookkeeping services, technical, advisory and administrative services. Bookkeeping services shall include the reimbursement to the Board for the Head Start employees' wages, salaries, and fringe benefits from funds allocated to the Board under this Contract. Such payment shall be an administrative or bookkeeping function only and not an employer/employee related function.

11. The Board shall maintain personnel records and accounts, as are deemed necessary by NDO or the Director of ACF to assure a proper accounting of these funds. These records will be made available for audit purposes to NDO, the ACF, or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by both NDO and the Director of ACF.

The Parties agree that confidentiality of personnel records shall be maintained in accordance with state and federal laws including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

12. NDO may, from time to time, request changes in the scope of the services of the Board to be performed hereunder. Such changes including any increase or decrease in the amount of the Board's compensation, which are mutually agreed on by and between the Parties, must be incorporated in written amendments to this Contract.

13. If the Board fails to comply with its obligations under this Contract, NDO shall have the right to terminate this Contract by giving 30 days prior written notice to the Board of such termination. However, the Board will have 30 days from receipt of such notice to cure the noncompliance. In the event of termination by NDO, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Board under this Contract shall, at the option of the NDO, become its property, and the Board shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the Contract. Notwithstanding the above, the Board shall not be relieved of liability to NDO for damages sustained by NDO by virtue of any breach of the Contract by the Board and NDO may withhold any reimbursement for the purpose of set-off until such time as the exact amount of damages due NDO from the Board is agreed upon or otherwise determined.

14. The Board may terminate this Contract absolutely and without further obligation on the part of the Board at the end of the Contract year by providing 60 days written notice to NDO.

15. NDO will indemnify and save harmless the Board from any and every claim or demand of every kind or charter which may ever be asserted by reason of any injuries, illnesses, or diseases, or the effects of consequences thereof, or damage to property or person, which may arise due to the actions of NDO, its agents, servants or employees, on or off the premises occupied by NDO.

16. The Board, to the extent permitted under Georgia law and without waiving any immunities, herby agrees to indemnify and hold harmless NDO from and against any liability of damage NDO may incur, including reasonable attorney's fees, as a result of claims, demands, costs or judgments, of any kind or nature, by anyone whomsoever, arising out of, or otherwise connected with, this Contract, or the operation of any program as provided for herein.

17. The Board shall make financial and other reports as requested by NDO or the appropriate U.S. Agency, and will assist with arranging for on-site inspections by the appropriate U.S. Agency representatives at the request of either. NDO shall make financial, program progress, and other reports to the Board as requested.

Cherokee County Board of Education	Ninth District Opportunity, Inc.
BY:_____	BY: Patsy Thomas
TITLE: School Superintendent	TITLE: Executive Director
ATTEST:_____	ATTEST: Kay Lane
TITLE:_____	TITLE: Head Start Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
NINTH DISTRICT OPPORTUNITY, INC.
AND
CHEROKEE COUNTY BOARD OF EDUCATION

This Memorandum of Understanding entered into on the 31st day of July, 2020 by and between Ninth District Opportunity, Inc. – Head Start/Pre-K and Cherokee County Board of Education for the purpose of improving the availability and the quality of services for children, ages three and four, and their families; to support children's optimal development and readiness for school entry; to address the unique strengths and needs of the local population, such as disabled, homeless, foster children, migrant, or non-English speaking families and to enhance linkages and relationships to reduce duplication of services.

Recognizing the need to provide appropriate educational and instructional services to eligible children in their respective jurisdictions, Ninth District Opportunity, Inc. and Cherokee County Board of Education wish to establish an enduring cooperative working relationship.

A. Ninth District Opportunity, Inc. – Head Start/Pre-K agrees to:

(1) Place priority on serving those children in the community who are most in need of service.
(2) Provide six dedicated Head Start slots for eligible disability children to be filled on or before ten days prior to the first day of school. More than six slots will be available providing that permission is obtained from the Head Start Director.
(3) Notify the Board of Education of enrollment vacancies.
(4) Provide screening and/or assessment information (with parental permission) as data to be considered when referring children with suspected disability to the school system.
(5) Share with the Board of Education by December 1, 2020 the number of children diagnosed with a disability and receiving services.

B. Cherokee County Board of Education agrees to:

(1) Refer eligible preschool children and their families to the Head Start/ Pre-K program.
(2) Provide training/technical assistance to Head Start/Pre-K staff working with children with disabilities
(3) Provide full and individual diagnostic evaluations and services, including all related services, to any enrolled child who is eligible for services under PL 108-446 and IDEA within the deadlines stated in such. The evaluation and eligibility determination shall be completed within 60 calendar days from the school

system's receipt of the parent's signed consent for evaluation, excluding holidays and other circumstances when students are not in attendance for at least five consecutive days.

(4) All disability services personnel provided to Head Start/Pre-K children will be provided by, or under the supervision of, personnel meeting State qualifications.

C. Ninth District Opportunity, Inc. – Head Start/Pre-K and the Cherokee County Board of Education jointly agree to:

(1) Create and maintain a meaningful partnership to promote school readiness so that preschool age children may receive comprehensive services to prepare them for elementary school and to address any potential "achievement gap."
(2) Develop successful linkages within the context of the Every Student Succeeds Act (ESSA) of 2015, the Head Start Act (2007), and Georgia legislation, policies and procedures.
(3) Conduct outreach to parents and school personnel (including special education and kindergarten teachers) to discuss the educational, developmental, and other needs of individual children. Screening, diagnostic and assessment information will be shared between the agencies with the written permission of the child's parents.
(4) Collaborate on the provision of an interagency delivery of service for each age appropriate child, when it is deemed appropriate and permissible by both agencies and the child's parents that such collaboration is in the best interest of the child.
(5) Jointly implement an IEP for each child served by both agencies within 30 days of eligibility diagnosis.
(6) Establish comprehensive transition policies and procedures that support children transitioning to school, including a systematic procedure for transferring, with parental consent, Head Start/Pre-K program records for each participating child to the school in which such child will enroll.
(7) Share training and staff development activities, as appropriate, when feasible and otherwise permissible on topics such as Head Start Early Learning Outcomes Framework, Georgia Early Learning and Development Standards and Georgia Kindergarten Performance Standards, instructional methods, curricula, social and emotional development and transitioning to kindergarten.
(8) Link the services provided in the Head Start/Pre-K program with educational services, including services relating to language, literacy, and numeracy, provided by the Cherokee County Board of Education.
(9) Generate support and leverage the resources of the entire local community in order to improve school readiness.
(10) Coordinate efforts to identify and meet the needs of homeless children and families in the community as set forth in the McKinney-Vento Homeless Assistance Act.
(11) Assist parents to understand the instructional and other services (including special education services and services for children with limited English proficiency) provided by the school in which their child will enroll and encourage parental involvement in their child's academics after participation in the Head Start/Pre-K program.
(12) Collaborate in the data collection and reporting requirements of each entity.
(13) Respect the uniqueness of each locality's needs and resources.

(14) All acknowledge confidentiality requirements that each agency must follow regarding the sharing and release, with the consent of families, or personally identifiable information regarding children and families. Each agency will protect the rights of young children with respect to records and reports created, maintained, and used by public agencies. It is the intent of this agreement to ensure that parents have the rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed.

All provisions of the Memorandum of Agreement shall be construed in accordance with the laws of the State of Georgia, the policies of the Cherokee County Board of Education and in accordance with all legal and other prescribed regulatory requirements applicable to Ninth District Opportunity, Inc. – Head Start/Pre-K.

This memorandum of understanding shall be in effect as of October 1, 2020, and shall continue for the period ending September 30, 2021. This memorandum of understanding may be terminated by either party upon 60 days written notice to the other party.

Ninth District Opportunity, Inc.

Patsy Thomas Date
Executive Director

Attest: _____

Cherokee County Board of Education

_____
Dr. Brian V. Hightower Date
Superintendent

Attest: _____