Cherokee County School District

AGENDA

School Board Meeting

Dr. Frank R. Petruzielo Educational Services Facility

7:00 p.m.

December 10, 2020

- Call to Order
- Pledge of Allegiance/Inspiration
- Adoption of Superintendent's Recommended Agenda for December 10, 2020 School Board Meeting
- Approval of Minutes of the November 19, 2020 School Board Meeting
- Approval of Consent Agenda for December 10, 2020 School Board Meeting
- Public Participation

A. Resolutions/Recognition

1. School Board Recognition of Creekview High School's FFA Chapter for Being Named a Top 10 National Model of Excellence Chapter

2. School Board Recognition of E.T. Booth Middle School Teacher Daniele Deneka and Teasley Middle School Teacher Scott Reece -- Named 2021 Georgia STEM Scholars by the Georgia Youth Science & Technology Centers (GYSTC)

3. School Board Consideration of Superintendent's Recommendation to Approve the Partnership Agreement with Cherokee Office of Economic Development

B. School Board Members

1. School Board Adoption of Georgia Education Coalition (GEC) 2021 Legislative and Policy Priorities

C. School Board Policies

D. Financial Management

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

E. Curriculum and Instruction

1. **School Board Consideration of Superintendent's Recommendation for Approval of Out of State and Overnight Field Trips**

F. Support Services

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

2. **School Board Consideration of Superintendent's Recommendation for Approval of a Permanent Easement and Perpetual Right-of-Way to Cherokee County Government**

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

1. **School Board Consideration of Approval of Property Purchase for future Cherokee County School District (CCSD) Use**

I. Superintendent of Schools

- **Adjournment**

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Thursday, November 19, 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, November 19, 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 Creekview HS student Brinn Dameron.

A brief inspirational story was shared by Clark Menard.

Approval of Agenda

On a motion by John Harmon seconded by Mike Chapman and carried, the Board unanimously adopted the Superintendent's recommended agenda (*7-0 vote).*

Minutes for Approval

On a motion by Kelly Poole seconded by Clark Menard and carried, the Board approved the minutes from the October 15, 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 Patsy Jordan seconded by John Harmon and carried, to approve the Consent Agenda, for the remaining items - identified by asterisks *(7-0 vote).*

PUBLIC PARTICIPATION

Two members of the public signed up to address the School Board.

A. RESOLUTIONS/RECOGNITIONS/PARTNERSHIPS

A-1. School Board Recognition of Clark Creek Elementary School STEM Academy Teacher Karen Garland -- Named the 2020 Agriculture in the Classroom Teacher of the Year by Georgia Farm Bureau

(Recognized)

A-2. School Board Recognition of Three Cherokee County School District Students -- Named to the State School Superintendent's 2020-21 Student Advisory Council

(Recognized)

A-3. School Board Recognition of Georgia High School Association State and Regional Champions

(Recognized)

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

School Board Member Comments:

- Commented about the food distribution program extended for Thanksgiving week and asked if there were plans to continue the program during the December holidays. The Superintendent responded that this program would also be extended for the first week of the December holidays.
- Asked about an update for COVID-19, and the Superintendent's staff shared that the Dept. of Public Health website is monitored daily, and our case numbers are updated daily. Additionally, information was provided relative to COVID-19 tracking with CCSD cases and quarantines, as well as current trends in this regard.
- Questions and concerns were raised about a possible mask mandate, and after several comments were shared both pro and con, it was decided more discussion was needed prior to possibly voting on this topic at the December School Board meeting.
- Congratulated the District for their High School Graduation rate of 90.3%
- Reminded School Board members about the Georgia School Board Virtual Conference on December 3 and 4, and pre-conference training on December 2

C. SCHOOL BOARD POLICIES

***C-1. School Board Consideration of Superintendent's Recommendation for Approval of Modification to School Board Policy JCAC regarding Harassment and Consideration of New School Board Policy JCAC II regarding Sexual Harassment under Title IX -- on Second Reading**

(Approved)

D. FINANCIAL MANAGEMENT

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

(Approved)

***D-2. School Board Consideration of Superintendent's Recommendation for Approval of Declaring Surplus Property and Disposing of Said Property**

(Approved)

E. CURRICULUM AND INSTRUCTION

***E-1. School Board Consideration of Superintendent's Recommendation for Approval of Health and Puberty, Sex Education and AIDS Education (PSEAE) Curriculum Resources Adoption for Grade 6**

(Approved)

***E-2. School Board Consideration of Superintendent's Recommendation for Approval of Out of State and Overnight Field Trips**

(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 Approval of the Special Lease Agreements**

(Approved)

***F-3. School Board Consideration of Superintendent's Recommendation for Approval of the Resolution to Certify Closeout for the Mill Creek Middle School Classroom Addition**

(Approved)

***F-4. School Board Consideration of Superintendent's Recommendation for Approval of the Resolution to Certify Closeout for the Sequoyah HS Healthcare Science Lab**

(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 for Approval of Extension of Employment Contract with Superintendent of Schools**

(Approved)

I. SUPERINTENDENT OF SCHOOLS

***I-1. School Board Consideration of Superintendent's Recommendation for Approval of 2021 Legislative Partnership Priorities**

(Approved)

Superintendent Comments:

- Thanked School Board Members for their comments regarding mask usage and noted where School Board Members had requested additional information from staff in this regard prior to the next School Board meeting.
- Shared additional information about what the high school graduation rate indicates relative to the nationwide 4-year cohort model for calculating this rate.
- CCSD has again won the Georgia School Boards Association Leading Edge Award.

Informational Items:

- Senior Experience Virtual Symposium Scheduled December 2 and 9 from 4:30 to 6:00 p.m.
- English Design Training (EDT) is ongoing this year for high school English/Language Arts curriculum design.
- Update on Potential CCSD Virtual Academy for SY2021-22
    - This is an additional program, not our digital learning program
    - There will be an application process to attend
    - Target audience initially is high school students
    - Scheduled to open Fall 2021
- Update on Potential CCSD Career Academy Offerings for SY2021-22 – expanding Career, Technical & Agricultural Education (CTAE) Programs being analyzed for potential inclusion
- Board Visit to CVHS Agri-Science Lab in December
- SEL Update: GA HOPE Counseling Services will be onsite at Cherokee HS and ACE Academy campus

ADJOURNMENT

The School Board adjourned at 8:55 p.m.

_____ _____

School Board Chair Secretary

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
December 10, 2020	A-1

Title

Recognition of Creekview High School's FFA Chapter for Being Named a Top 10 National Model of Excellence Chapter

Requested Action

School Board Recognition of Creekview High School's FFA Chapter for Being Named a Top 10 National Model of Excellence Chapter

Summary Explanation and Background

The Chapter was named a finalist for the honor earlier this fall in recognition of its exemplary efforts in growing leaders, building communities, and strengthening agriculture, with the overall top chapter in the Nation named during the convention that recently was held virtually.

Creekview FFA earned the Top 10 recognition through its application highlighting its best activities from the previous school year, including its Doggy Day Care; Summer STEM Camp for elementary students; Living to Serve School Farm, which includes 32 small raised beds and chickens for egg production; food drives for House of Hope; and the Pamper Me Backpack toiletry drive for local students in need.

The Chapter was led by the following officers for the 2019-2020 school year: President Ceri Trecartin, Vice President Cheyenne McIntyre, Secretary Andrew Carlisle; Reporter Jeb Stewart, Treasurer Emma Martin, Sentinels Matthew Martin and Ben Karcher, Historian Eli Cook and Chaplain Maddy Addy. The Creekview FFA Chapter advisors are teachers Pauline Benton and Wyatt Wilkie.

Additionally, each year the CTAE Division at the Georgia Department of Education hosts a Superintendent's Recognition Session. This year, the CVHS Chapter has been selected for this special recognition, which will be taking place in the form of video and certificate recognition.

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

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
December 10, 2020	A-2

Title

Recognition of E.T. Booth Middle School Teacher Daniele Deneka and Teasley Middle School Teacher Scott Reece -- Named 2021 Georgia STEM Scholars by the Georgia Youth Science & Technology Centers (GYSTC)

Requested Action

School Board Recognition of E.T. Booth Middle School Teacher Daniele Deneka and Teasley Middle School Teacher Scott Reece -- Named 2021 Georgia STEM Scholars by the Georgia Youth Science & Technology Centers (GYSTC)

Summary Explanation and Background

Two Cherokee County School District teachers have been named a 2021 Georgia STEM Scholar by the Georgia Youth Science & Technology Centers (GYSTC)!

E.T. Booth Middle School Engineering and Technology Connections teacher Daniele Deneka and Teasley Middle School Engineering and Technology Connections teacher Scott Reece were recognized for their outstanding work to engage and improve students learning in STEM disciplines. As part of this special recognition, the School District will receive a $500 grant for the awardee to purchase STEM education materials for their classroom.

Priority Area

Quality Workforce

Financial Impact

N/A

Exhibits: (List)

N/A

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Barbara Jacoby	770.479.1871

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
December 10, 2020	A-3

Title

Approval of Partnership Agreement with Cherokee Office of Economic Development

Requested Action

School Board Consideration of Superintendent's Recommendation to Approve the Partnership Agreement with Cherokee Office of Economic Development

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 Partnership Agreement with Cherokee Office of Economic Development

Priority Area

Family, Partner and Community Engagement

Financial Impact

N/A

Exhibits: (List)

Agreement 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

CHEROKEE OFFICE OF ECONOMIC DEVELOPMENT

This agreement entered on this 10th day of December, 2020 by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board" and Cherokee Office of Economic Development, hereinafter referred to as "COED."

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 Priority Areas is Family, Partner and Community Engagement; and,

WHEREAS, COED develops and promotes for the public good and general welfare trade, commerce, industry and employment opportunities in Cherokee County, and works to diversify the tax base; and,

WHEREAS, the COED Cherokee Workforce Collaborative, a dynamic partnership between local industry, nonprofits, education and government, provides an action plan for the development and support of a skilled workforce that strengthens the local talent base for existing and future employers, and continues to make exceptional progress toward closing the skills gap and raising awareness of local career opportunities.

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 in corporate herein by reference:

ARTICLE II

The School Board will:

1. Provide CCSD staff representation on the COED Cherokee Workforce Collaborative (CWC) to include the Career Technical Agricultural Education (CTAE) Curriculum Coordinator, CTAE Assistant Principals (AP) and Work-Based Learning (WBL) teachers.

2. Provide opportunities for collaboration between CCSD, COED and local industry as provided through the CWC.

3. Promote COED programs and events through existing communication channels, as permitted by School Board Policy

4. Provide the use of school parking lots annually at no charge for the Be Pro Be Proud Campaign.

5. Provide the WBL teacher and CTAE AP at each facility to assist in coordination of COED's Be Pro Be Proud Campaign when on site.

6. Provide the use of CCSD buses for transportation for students to attend workforce related events included but not limited to the annual Film Summit and Career Expo hosted by COED.

7. Provide the use of COED promotional videos for WBL and CTAE programs.

8. Promote CCSD student involvement in the Cherokee Summer Internship Program.

9. Partner with COED on events/initiatives that provide workforce training & job placement opportunities (i.e. skilled professions signing day).

10. Coordinate with COED on supplying up-to-date student tracking data related to CTAE/WBL enrollment as well as plans post-graduation.

11. Collaborate with COED on identifying CTAE pathways that align with industry needs.

12. Partner with COED to accomplish goals identified within the CWC strategic implementation plan.

13. When appropriate, speak to the importance of economic development and a diversified tax base at select school related functions

ARTICLE III

COED will:

1. Provide COED staff and/or Cherokee Workforce Collaborative representation on CCSD CTAE Advisory Boards.

2. Provide opportunities for collaboration between CCSD, COED and local industry as provided through the CWC.

3. Promote related CCSD programs and events through existing communication channels.

4. Provide opportunities for CCSD high school students to serve as interns in local industry.

5. Provide use of promotional videos for the COED internship program.

6. Provide opportunities for CCSD students to practice employability "soft skills."

7. Accept all children/interested participants for participation within its programs without regard to their gender, race, political affiliation, age, national origin or handicapping condition or any other discrimination recognized and prohibited by State or Federal Law. 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, COED must adhere to all applicable local, State and Federal laws.

ARTICLE IV

The term of this contract is December 10, 2020 through December 10, 2021. This contract shall automatically renew for additional terms of 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 P.O. Box 769, Canton, Georgia 30169, and

to the President of Cherokee Office of Economic Development at One Innovation Way, Woodstock, Georgia 30188.

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

CHEROKEE OFFICE OF ECONOMIC DEVELOPMENT

By: Marshall L. Day, Chairman

By: Misti Martin, President

THE CHEROKEE COUNTY BOARD OF EDUCATION

By: Kyla Cromer, Chairman

By: Dr. Brian V. Hightower
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
December 10, 2020	B-1

Title

Georgia Education Coalition (GEC) 2021 Legislative and Policy Priorities

Requested Action

School Board Adoption of Georgia Education Coalition (GEC) 2021 Legislative and Policy Priorities

Summary Explanation and Background

The Georgia Education Coalition (GEC), a consortium of 12 large and growing public school districts in the State of Georgia created for the purpose of increasing collaboration and legislative/policy advocacy between and among large school systems, unanimously approved the attached Legislative and Policy Priorities for the upcoming General Assembly.

Dr. Brian V. Hightower, Superintendent of Schools, was also unanimously approved to serve as Coalition Chair for a one-year term.

Also, attached for your reference are CCSD's 2021 Legislative Partnership Priorities unanimously approved by the School Board at its November 19, 2020 meeting.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

GEC 2021 Legislative Priorities
CCSD 2021 Legislative Partnership Priorities

Source of Additional Information

Kyla Cromer, School Board Chair	770.479.1871
Dr. Brian V. Hightower, Superintendent of Schools	770.479.1871
Mike McGowan, Chief of Staff	770.479.1871

The **Georgia Education Coalition**
201 17th Street NW, Suite 1700, Atlanta, Georgia 30363

2021 Legislative & Policy Priorities

1. Champion initiatives that **maintain school health and safety**, **support student mental and social emotional health**, and **advance innovative learning** as Georgia recovers from the COVID-19 pandemic.
    - Advocate for funding for personal protective equipment, testing, cleaning, food services and other pandemic-related needs to ensure student, faculty, and staff health and safety.
    - Seek additional investment in technology and other innovative education tools to deliver instruction more effectively in-person and digitally.
    - Promote increased funding for school nurses, school counselors, school social workers, and other student mental health professionals and services.
    - Support district flexibility in the implementation of school health and safety initiatives.
2. Promote **continued investment** in public education and efforts that support **teacher recruitment, training, and retention**.
    - Advocate that schools be held harmless for enrollment declines in the 20-21 school year to maintain levels of educational and support services available to students.
    - Work to regain full funding of the QBE formula while collaborating with partners to modernize the formula to recognize the true costs of delivering public education.
    - Support salary increases for certified and non-certified personnel, protection of the Teachers Retirement System, and other efforts to recruit and retain quality educators.
    - Oppose diverting public funds to private entities through vouchers and tuition tax credits.
3. Support efforts, such as flexibility in testing, calendars, and curriculum, to **foster innovation** in and **reduce burdens** on school districts.
    - Promote formative assessments and reduction of the impact of high-stakes testing.
    - Support efforts to improve teacher, school, and district evaluative metrics to provide more reliable, actionable, and transparent performance and accountability data.
    - Oppose implementation of statewide school calendar restrictions and recess mandates.
    - Support flexibility in maturity requirements for local district tax anticipation notes.
    - Encourage elimination of state-mandated use of schools as polling places.
    - Oppose allowing non-enrolled students unfair access to extracurricular activities.

2021 LEGISLATIVE PARTNERSHIP PRIORITIES

LOCAL CONTROL & GOVERNANCE

- Ensure proposed legislative initiatives strengthen provisions for the local control and management of schools (including the ability for a School Board to set its own local school year calendar, select its own delivery model and scheduling of daily recess) . . . thereby empowering local School Boards to fulfill their Constitutional mandate and corresponding responsibility to involve their local constituency, develop locally-derived educational policy and oversee continued performance improvements among their students.
- Oppose any effort to eliminate limited sovereign and official immunity . . . thereby protecting K-12 public school districts from lawsuits over day-to-day school operations (e.g., grades, discipline, classroom placements, etc.).
- Eliminate State-mandated use of schools as public polling locations during regular school days . . . thereby increasing safety and security for students, staff and buildings.

EDUCATIONAL OPPORTUNITIES

- Consider providing equitable Broadband Internet access for all Georgia families by legislating and funding a multi-year implementation strategy.
- Provide high school graduates in Georgia with an alternative diploma option in the area of Career/Technical Preparation . . . thereby further ensuring students' workforce readiness skills and preparation for transitions directly into careers or secondary-level career educational opportunities.

FUNDING

- Make public education in the State of Georgia a priority by ending State "austerity reductions" of the Quality Basic Education (QBE) Act and allocate to local school districts all funding earned under the statutorily required formula.
- Hold local school districts harmless in terms of formula funding of the FY22 Budget due to declining enrollment resulting from the COVID-19 pandemic.
- Consider reimbursement of extraordinary COVID-19 related expenditures such as PPE, cleaning supplies, additional custodial/staffing expenditures, etc.
- Consider modifications and update of the QBE formula to accurately reflect inflation, true costs of transportation; and, to include a funding weight for economically disadvantaged students, funding for safety and security and increased allocations for counselors, social workers, psychologists and nurses, including additional funding for critical Social Emotional Learning initiatives . . . thereby providing support for critically-needed student services functions.
- Continue to incorporate any teacher compensation increases into the State teacher salary schedule . . . thereby communicating the State's long-term commitment to providing competitive compensation for teachers and allowing local school districts to concentrate local revenues on offsetting State-required employer rate increases in health care premiums, local share of retirement plan contributions and locally-determined benefit plans (e.g., disability, life, dental, etc.).
- Oppose the continuation and/or expansion of existing programs that directly or indirectly use public funds to pay private school tuition for students or provide tax incentives for their parents . . . thereby ensuring a solid revenue base for state funding of public education, including tax incentive programs related to alternative educational delivery models due to COVID-19.
- Preserve investment in Georgia's Teacher's Retirement System (TRS) in order to ensure the longevity of the defined benefit plan.

CHEROKEE COUNTY BOARD OF EDUCATION

Kyla Cromer, Chair
Kelly Poole, Vice Chair
Mike Chapman
John Harmon
Patsy Jordan
Clark Menard
Robert Rechsteiner

SUPERINTENDENT OF SCHOOLS

Dr. Brian V. Hightower

Cherokee County School District

PO BOX 769
CANTON, GA 30169
WWW.CHEROKEEK12.NET

FACTS ON FUNDING PRESSURES

(impacting funding availability for classroom instruction)

COVID-19

CCSD absorbed a $23.3M austerity reduction in its FY21 Budget. If not held harmless, CCSD could see an additional shortfall of as much as $9M over the next two budget cycles due to COVID-19 related temporary enrollment declines. Additionally, CCSD has expended approximately $9M on extraordinary COVID-19 related needs this school year.

STUDENT TRANSPORTATION

CCSD will receive $2.2M in QBE funds for student transportation for FY21. The total budgeted cost for student transportation during this budget cycle is $22.7M.

EMPLOYEE RETIREMENT

The Teacher Retirement System of Georgia has increased the employer (CCSD) contribution rate from 14.27% (FY17) to an expected 19.81% in FY22. CCSD's annual payment to TRS on behalf of its employees for FY22 is expected to exceed $51.4M ($9.3M paid via local funds).

Due to the vision and commitment of Georgia leaders over the decades, TRS:

- Ranks in the top third of pension systems in the U.S., is actuarially sound, and has a proven record of sustainability.
- Provides a compelling recruitment and retention incentive for the education industry, supporting a life-long career path for high-quality teachers in Georgia schools.
- Positively impacts Georgia's economy and the economic success of our state, as pensions for over 128,000 TRS retirees are reinvested in local communities across the state each year.
- Affords a defined benefit plan as the last, best benefit for Georgia's dedicated teachers, who are diligently preparing the next generation of Georgia citizens.

As Georgia is recognized to be the #1 place to do business, it must also seek to be the #1 place to teach. Supporting TRS today ensures success for Georgia tomorrow.

EMPLOYEE HEALTH INSURANCE

Beginning in FY08, the State's contribution for non-certified employee health insurance premiums was reduced and then eliminated by FY12 (from over $500M statewide to $0), requiring local school districts to fully absorb the additional costs since that time. CCSD's employer contribution toward the annual cost of providing health insurance for a non-certified employee has risen from $2,000 in FY10 to $11,340 in FY21 and continuing for FY22... this cost, nearing $1,000 per month/per participating employee, represents a 467% increase.

CCSD's health insurance costs for non-certified employees are projected to be $14.5M for FY20 far exceeding and almost doubling the $7.5M cost in FY14. The extraordinary financial impact of continuing exorbitant employer contributions rates for State-mandated benefits without corresponding State funding continues to be of great concern. As such, CCSD continues to privatize custodial and grounds services and increase the use of part-time/temporary workers for non-certified staffing as cost-reduction measures.

2021 LEGISLATIVE DELEGATION

State Representative, District 20
Charlice Byrd
PO Box 505
Woodstock, GA 30189
charlice@charlicebyrd.com

State Representative, District 21
Brad Thomas
126 Millstone Manor Court
Woodstock, GA 30188
brad@electbradthomas.com

State Representative, District 22
Wes Cantrell
1044 Meadow Brook Drive
Woodstock, GA 30188
wes@cantrellforhouse.com

State Representative, District 23
Mandi Ballinger
P.O. Box 5123
Canton, GA 30114
mandiballinger23@gmail.com

State Representative, District 46
John Carson
3605 Sandy Plains Rd Suite 240-123
Marietta, GA 30006
john.carson@house.ga.gov

State Senator, District 14
Bruce Thompson
25 Hawks Branch Lane
White, GA 30184
brucethompsonforsenate@gmail.com

State Senator, District 21
Brandon Beach
303-B Coverdell Legis. Office Bldg
Atlanta, GA 30334
brandon.beach@senate.ga.gov

State Senator, District 56
John Albers
530 Junction Pt
Roswell, GA 30075-3007
john@senatoralbers.com

Cherokee County School District

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
December 10, 2020	D-1

Title

November 2020 Financial Report and Sales Tax Update

Requested Action

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

Summary Explanation and Background

Financial Report for November 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
NOVEMBER 2020

General Fund

For the month ending November 30, 2020, the fifth month of the 2020-21 Fiscal Year, the School District's Operating Account (General Fund) has received $99,080,980 in revenue (year-to-date) consisting of state funds of $58,739,829 (28% of budget), $39,557,937 local taxes (20% of budgeted amount), and other funds of $783,214 (44% of budget). All operating expenditures of $141,494,435 (34% of budget) are within the Board of Education's approved 2020-21 budget.

Building Fund/EdSPLOST Collections

The Capital Outlay Fund balance of $44,401,532 as of November 30, 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 $4,492,844 in November 2020, for the month of October 2020, the 34th month of 60 monthly sales tax collections for the 2018-2022 EdSPLOST. Collections received were above projections (detail included) for the month by $1,589,887 and above cumulative projections by $27,408,123.

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 November 30, 2020 is $63,935,982 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 November 30, 2020 is $6,190,711 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 NOVEMBER 30, 2020

BALANCE SHEET

	GENERAL FUND	DEBT SERVICE FUND	BUILDING FUND	FED FUNDS AND SCHOOL NUTRITION	TOTAL
ASSETS					
Cash	$ 42,695,916	$ 43,220,465	$ 44,467,934	$ 1,346,013	$ 131,730,328
Investments	1,023,746	20,715,517	-	-	21,739,263
Inventory	196,223	-	-	829,708	1,025,931
Accounts Receivable	418,784	-	-	5,524,229	5,943,013
TOTAL ASSETS	$ 44,334,669	$ 63,935,982	$ 44,467,934	$ 7,699,950	$ 160,438,535
LIABILITIES					
Salaries and Benefits Payable	$ 12,990,873	$ -	$ -	$ 601,863	$ 13,592,736
Accounts Payable	286,315	-	66,402	907,376	1,260,093
Loans Payable	9,500,000	-	-	-	9,500,000
FUND BALANCE					
Fund Balance 11/30/2020	21,557,481	63,935,982	44,401,532	6,190,711	136,085,706
TOTAL LIABILITIES AND FUND BALANCE	$ 44,334,669	$ 63,935,982	$ 44,467,934	$ 7,699,950	$ 160,438,535

REVENUE AND EXPENSE

Revenue	$ 99,080,980	$ 18,126,192	$ 18,941,733	$ 11,151,145	$ 147,300,050
Expense	141,494,435	30,772,646	24,905,755	11,144,904	208,317,740
Excess Revenue over Expense	(42,413,455)	(12,646,454)	(5,964,022)	6,241	(61,017,690)
BEGINNING FUND BALANCE 7/01/2020	63,970,936	76,582,436	50,365,554	6,184,470	197,103,396
ENDING FUND BALANCE 11/30/2020	**$ 21,557,481**	**$ 63,935,982**	**$ 44,401,532**	**$ 6,190,711**	**$ 136,085,706**

General Fund
Comparison of Budget to Actual
July 1, 2020 to November 30, 2020

Description	2020-21 Budget	Year to Date	Available Budget
Revenue			
Federal	$ 168,238	$ 199,090	$ (30,852)
Local	198,068,541	39,557,937	158,510,604
State	212,587,837	58,739,829	153,848,008
Other	1,591,951	584,124	1,007,827
Total Revenue	**$ 412,416,567**	**99,080,980**	$ 313,335,587
Expense			
Instructional Services	$ 282,077,241	$ 93,921,086	$ 188,156,155
Pupil Services	18,866,654	5,791,679	13,074,975
Improvement of Instructional Services	14,462,288	5,763,594	8,698,694
Instructional Staff Training	227,045	2,709	224,336
Educational Media Services	5,054,928	1,766,308	3,288,620
General Administration	3,245,486	1,432,995	1,812,491
School Administration	26,889,398	10,693,851	16,195,547
Support Services - Business	2,762,390	1,103,496	1,658,894
Maintenance & Operation of Plant	29,350,728	11,425,335	17,925,393
Student Transportation Services	22,740,587	7,340,050	15,400,537
Support Services - Central	4,257,245	1,663,806	2,593,439
School Nutrition Program	154,905	-	154,905
Facilities Acquisition and Construction Services	368,804	189,526	179,278
Outgoing Transfers	1,919,601	400,000	1,519,601
Debt Service	29,688	-	29,688
Total Expense	**$ 412,406,988**	**$ 141,494,435**	$ 270,912,553
Excess Revenue over Expense	**$ 9,579**	**$ (42,413,455)**	$ 42,423,034

1% SALES TAX (2018-2022)
COMPARISON OF COLLECTIONS
THROUGH NOVEMBER 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 NOVEMBER 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
September 2020	**August 2020 (32)**	2,990,202	6,095,125	3,104,923
October 2020	**September 2020 (33)**	2,962,676	4,013,861	1,051,185
November 2020	**October 2020 (34)**	2,902,957	4,492,844	1,589,887
		$ 97,788,501	$ 125,196,624	$ 27,408,123

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

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
December 10, 2020	E-1

Title

Out of State and Overnight Field Trips

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Out of State and Overnight Field Trips

Summary Explanation and Background

See Attached List of Field Trips

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

See Attachment

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Dr. Nicole Holmes	770.479.1871

ATTACHMENT: OVERNIGHT AND OUT-OF- STATE FIELD TRIPS

I. Curriculum-Based Trips

School	Grade	Date	Destination	Reason/Nature
Sequoyah HS	9 – 12	04.02.22 – 04.09.22	San Jose, Sarchi, Monteverde, Arenal Region, Sarapiqui, Costa Rica	National Spanish Honor Society students will experience culture and tour historical sites.
Woodstock HS	9 – 12	06.02.22 – 06.11.22	Athens, Mykonos, Samos, Rhodes Island, Santorini, Greece	9-12 Grade students will experience culture and tour historical sites.

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
December 10, 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: 01 December 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

- Installation of the fuel tanks and associated piping continues.
- Canopy footings have been installed.
- Data conduit to connect to existing Bus Shop 1 is progressing.
- Stone base for concrete paving is underway.
- This project is scheduled for completion March 2021.

Creekview HS Agri-Science Lab

- Certificate of Occupancy has been received.
- Delivery of lab equipment is expected within 4-6 weeks.
- This project is scheduled for completion December 2020.

Etowah HS Athletic Facility Improvements

- Metal roof trusses/plywood decking at the baseball concessions are complete.
- Plumbing and electrical rough ins continue at the baseball concessions.
- Sanitary sewer lift station and piping installation are ongoing.
- Modular wall construction at the visitor's fieldhouse continues.
- This project is scheduled for completion August 2021.

Woodstock MS Classroom Addition

- Classroom addition slabs are in place.
- Structural steel erection and metal decking continues.
- This project is scheduled for completion August 2021.

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

Woodstock HS Auxiliary Gym

- Pre-engineered metal building frame is in place.
- Installation of decking is underway.
- Under slab utilities for locker room area are complete.
- This project is scheduled for completion August 2021.



WJS

WJS/SW:mm
Attachments

Bus Shop I – Replacement Fuel Island



Exterior View

Etowah High School Athletic Facility Improvements



Exterior View – Baseball Concessions

Woodstock High School Auxiliary Gym



Exterior View

Woodstock Middle School Classroom Addition



Exterior View

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
December 10, 2020	F-2

Title

Permanent Easement and Perpetual Right-of-Way to Cherokee County Government

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of a Permanent Easement and Perpetual Right-of-Way to Cherokee County Government

Summary Explanation and Background

Cherokee County Government officials approached Cherokee County School District (CCSD) staff with a request to grant a permanent easement and right-of-way for a sanitary sewer force main at Macedonia Elementary School.

This will allow Cherokee County to access and improve the water and sewage utilities for their Fire Station located adjacent to the school on East Cherokee Drive.

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

State of Georgia
County of Cherokee

GRANT OF UTILITY EASEMENT

This grant of easement made this 11th day of December, 2020, from Cherokee County School District of the State of Georgia, and County aforesaid, hereinafter called Grantor, to Cherokee County Board of Commissioners, a Political Subdivision of the State of Georgia, herein called the Grantee.

WITNESSETH, the Grantor for and in consideration of the sum of $1.00 and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, does grant, bargain, sell, and convey unto Grantee an easement and perpetual right-of-way over, upon, through, under and/or across the property of the Grantor in Land Lot(s) 878, of the 3rd District, 2nd Section, Cherokee County, Georgia, and being a strip of land more particularly described and shown on the plat attached hereto as Exhibit "A" and entitled Sanitary Sewer Force Main Easement For: Cherokee County Board of Commissioners made a part hereof showing the dimensions and location of this easement. The permanent, exclusive easement covered by this instruction is 20 feet wide in some areas, and 15 feet wide in other areas, as shown on Exhibit "A", with the permission to use an additional 10 feet wide during construction, and other areas for construction as shown on approved plans by PWH Engineering, Inc. dated 09-30-20, unless and as otherwise shown on Exhibit "A", the center of said permanent, exclusive easement shall be the center line of the utility pipeline hereinafter installed over, upon, unless otherwise shown on Exhibit "A", through, under and/or across said lands. The easement begins and ends where the said pipeline enters and leaves the property line as indicated above, and totals approximately 600 feet in length.

The permanent, exclusive easement covered by this instruction is for the purpose of a sanitary sewer force main utility installation and operation together with the right to go upon said land to install said utility pipeline and installations with the continuous right from time to time to go in and upon said right of way and to construct, install, operate, maintain, inspect, reconstruct, repair, renew, and replace therein the utility pipeline and other installations as may be necessary; also the right to clear; keep clear, remove and dispose of all undergrowth, trees and other obstructions, objects and structures on said right of way, which are inconsistent with the rights of the Grantee and which may interfere with or endanger the construction, operation and maintenance of said sewer force main and other installations; also the right of ingress and egress to and from said right of way over roads, if any, existing at the time for such ingress and egress, for the purpose of constructing, operating, maintaining, repairing, renewing, replacing said utility pipeline and installations. Said right of way easement may be used by the owners of said land, or their assigns, provided such use is not inconsistent with the rights sought to be condemned and further that such use does not interfere with, injure or endanger said utility pipeline and other installations and the construction, repairing, renewal and replacement thereof and the uses for the purposes hereinbefore slated.

Grantor for both itself and its heirs and assigns understands and agrees in connection with this conveyance that any and all construction, digging, grubbing, clearing, filling or other earth moving or construction activities within or in the easement area conveyed herein are prohibited without the express written permission from the Cherokee County Board of Commissioners.

The Grantor does hereby covenant that they are lawfully seized and possessed of the real estate above described, that Grantor does have good and lawful right to convey the said

property, and said property is free from all encumbrances, and that they will forever warrant and defend title thereto against the claims of all persons whomsoever.

IN WITNESS WHEREOF, said GRANTOR hereunder set his hand and affixed his seal on the date written above.

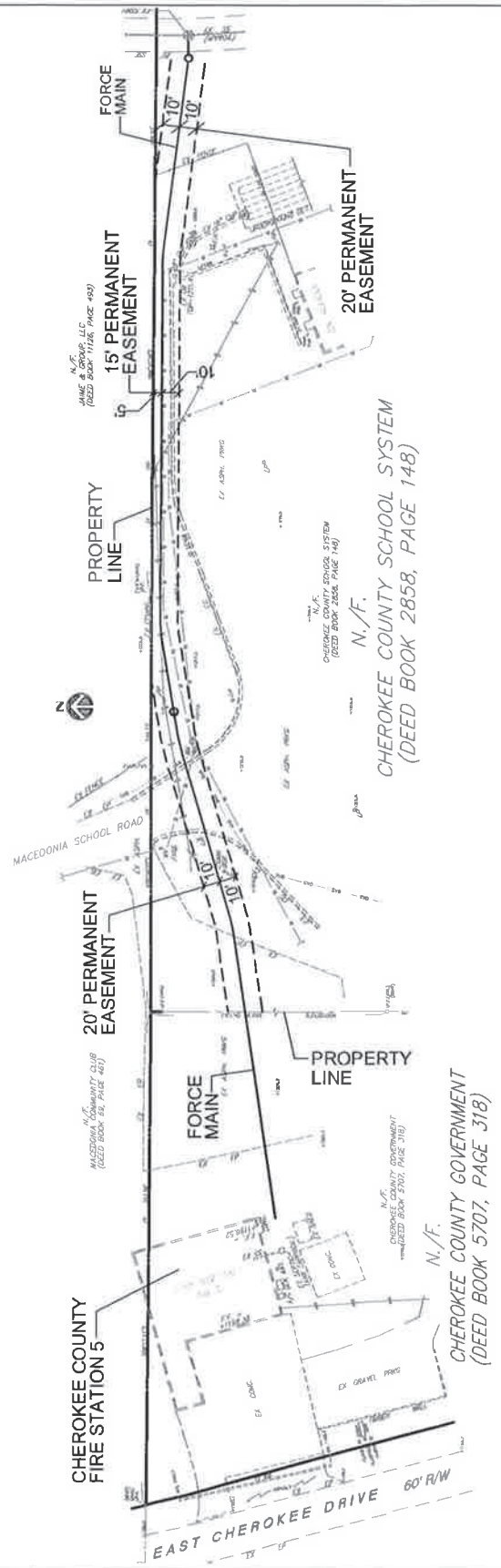
WITNESS	GRANTOR
Mitch Hamilton	William J. Sebring
Witness (Printed Name)	Grantor (Printed Name)
Witness (Signature)	Grantor (Signature)

Sworn to and subscribed before me

This the _____ day of _____, 2020.

_____

Notary Public



PWH ENGINEERING
2900 DELK ROAD SUITE 700 #318
MARIETTA, GA. 30067
PHONE: 770-433-8190

EXHIBIT A

SANITARY SEWER FORCE MAIN EASEMENT FOR CHEROKEE COUNTY BOARD OF COMMISSIONERS

LAND LOT 878 3RD DISTRICT 2ND SECTION

DATE: 11-18-20	JOB: 20140	SCALE: 1" = 100'	SHEET: 1

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
December 10, 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: 12/10/2020

Certified Recommendations

Name	Location	Position	Start Date
Cheshire, Jessie	Free Home Elem School	Sped IRR Teacher	1/4/2021
Sapp, Alison	Macedonia Elem School	Kindergarten Teacher	1/4/2021
Eller, Steven	Sequoyah High School	PE Teacher	1/4/2021
Laubach, Jennifer	Special Education	Psychologist	12/4/2020
Miller, Savannah	Teasley Mid School	7th Grade Teacher	12/1/2020

Certified Transfers

Name	Location	Position	Start Date
No records found			

Certified Resignations/Terminations

Name	Location	Position	End Date
Martinez de Serrano, Sasky	Cherokee High School	Foreign Languages Teacher	1/1/2021
Maphet, Amanda	Creekland Mid School	7th Grade Teacher	1/4/2020
Schulz Ditchen, Katharine	L.R. Tippens Center	Sped EBD Teacher	11/30/2020
Hendrix, Sandra	Mill Creek Mid School	Connections Teacher	1/6/2021

Classified Recommendations

Name	Location	Position	Start Date
Norton, Ashley	Ball Ground Elem School	SI ParaPro	1/5/2021
White, Susan	Carmel Elem School	IEP ParaPro	11/30/2020
Castro, Sara	Carmel Elem School	School Nutrition Worker	11/30/2020
Stoeckl, Darian	Clark Creek Elem School	IEP ParaPro	12/7/2020
Lineberry, Elizabeth	Creekland Mid School	RN Nurse	12/1/2020
Foster, Sunshine	Freedom Mid School	IEP ParaPro	11/30/2020
Bergstrom, Rebecca	Holly Springs Elem School	EBD ParaPro	12/16/2020
Haling, Carrie	Johnston Elem School	Clerical 3	12/1/2020
Lathem, Chelsey	L.R. Tippens Center	EBD ParaPro	12/2/2020
Beebe, Brett	Little River Elem School	School Nutrition Worker	12/7/2020
Gardner, Robert	Transportation	Bus Driver Relief	12/2/2020
Davis, Angela	Transportation	Bus Driver Relief	12/7/2020

Classified Transfers

Name	Location	Position	Start Date
Law, Ashlee	Staffing	Clerical 6	12/9/2020

Classified Resignations/Terminations

Name	Location	Position	End Date
Knox, Joy	Carmel Elem School	School Nutrition Worker	12/18/2020
Sutton, Chanda	Clark Creek Elem School	School Nutrition Worker	11/13/2020
Glozier, Nancy	L.R. Tippens Center	School Nutrition Asst Manager	12/18/2020
Roberts, Dennis	Transportation	Bus Driver	12/18/2020
Travis, Jill	Transportation	Bus Driver	12/18/2020
Lionel, Lillia	Transportation	Bus Driver	12/4/2020
McConnell, Michael	Transportation	Vehicle Technician	12/30/2020

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
December 10, 2020	H-1

Title

Property Purchase for Future Cherokee County School District (CCSD) Use

Requested Action

School Board Consideration of Approval of Property Purchase for Future Cherokee County School District (CCSD) Use

Summary Explanation and Background

As was authorized by a unanimous vote by the School Board following an Executive Session at its September 17, 2020 School Board meeting, the School Board is requested to approve the purchase of approximately 88.00 acres +/- (previously designated as 20-B) located north of Dr Martin Luther King Jr Blvd, adjacent to the current Teasley Middle School site, for future use by CCSD. The property cost is $87,500 per acre.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

$87,500 per acre

Exhibits: (List)

Contract for Sale of Realty and Location Map

Source of Additional Information

Tom Roach, School Board Attorney	770.479.1406
Dr. Brian Hightower, Superintendent	770.479.1871
Bill Sebring, Chief Support Services Officer	770.479.1871

CONTRACT FOR SALE OF REALTY

Date: November 18, 2020

The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell:

> All that tract or parcel of land lying and being in Land Lot Nos. 191,192, 205 and 206 of the 14th District, 2nd Section, Cherokee County, Georgia and being approximately 88 acres, more particularly described in a plat of survey prepared for the Cherokee County School District by Mitchell Surveying and Consulting, L.L.C., dated November 4, 2020 attached hereto as Exhibit "A" attached hereto and made a part hereof,

including all plants, trees and shrubbery now on the premises.

The purchase price of said Property shall be:

Eighty-Seven Thousand Five Hundred Dollars ($87,500.00) per acre.

The purchase price shall be based on a per acre price to the nearest one-hundredth of an acre based upon that boundary survey attached hereto as Exhibit "A" to be paid as follows:

ALL CASH AT CLOSING

Purchaser has paid to the undersigned Seller, receipt whereof is hereby acknowledged by such Seller, the sum of **Fifty Thousand Dollars ($50,000.00),** as earnest money, which earnest money is to be applied as part payment of the purchase price of said Property at the time sale is consummated.

Seller agrees to furnish good and marketable title to said Property and agrees to convey said Property by limited warranty deed to Purchaser at time sale is consummated, subject to:
(1) All valid restrictions of record; (2) Zoning ordinances affecting the same; and (3) Existing leases.

The Purchaser shall have until **December 10, 2020** ("Condition Satisfaction Period") in which to examine title and inspect the subject property and in which to furnish Seller with a written statement of objections affecting the marketability of said title or use of the Property as a school ("Statement of Objections"), if any.

Seller shall have **five (5) business days** after receipt of such written objections, if any, ("Sellers Response Period") to either (i) satisfy such objections; (ii) notify Purchaser in

writing that Seller agrees to satisfy such objections at or prior to closing; or (iii) notify Purchaser that Seller either cannot or will not satisfy such objections. Notwithstanding anything contained herein to the contrary, Seller shall satisfy, cure or cause to be released or bonded off of the Property, at or prior to closing (i) all materialmen's and mechanic's liens affecting the Property and arising out of work done for or on behalf of Seller, (ii) the lien and interest of any other person or any other entity securing a loan to Seller, (iii) any tax liens affecting the Property, and (iv) any judgment lien against Seller which attaches to the Property prior to closing. Seller shall have no obligation to cure any other title objections except (i) matters which Seller causes to be placed on the Property after the date hereof without the written consent of Purchaser; and (ii) those objections which Seller has agreed to satisfy. In the event that Seller does not provide to Purchaser, prior to the expiration of Seller's Response Period, a written response to a title objection as to which Purchaser has provided timely written notice in the Statement of Objections, Seller shall be deemed to have refused to satisfy the same.

In the event that, prior to the expiration of Seller's Response Period, Seller notifies Purchaser that Seller either cannot or will not satisfy, or is deemed to have refused to satisfy, an objection described in the Statement of Objections, then Purchaser may elect to (i) waive any such objection and proceed to closing; or (ii) terminate this Contract by giving written notice of such termination to Seller, in which case Seller shall return all earnest monies to Purchaser, and all rights and obligations of the parties shall expire and this Contract shall become null and void, except for provisions herein which are specified to survive termination of this Contract. Said election shall be made by Purchaser by giving written notice thereof to Seller no later than **ten (10) days** following the expiration of Seller's Response Period. In the event that Purchaser does not provide to Seller, prior to the expiration of said period, a written notice of Purchaser's election, Purchaser shall be deemed to have elected to waive any such objection and proceed to closing. Any matters as to which Purchaser does not make timely objection as hereinabove provided, and any matters waived by Purchaser pursuant to clause (i) of this paragraph, shall be deemed to be "Permitted Title Exceptions".

Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this Contract shall be executed and delivered by such parties at time sale is consummated.

Time is of the essence in this contract.

This Contract constitutes the sole and entire agreement between the parties hereto and no modification of this Contract shall be binding unless attached hereto and signed by all parties to this Contract. No representation, promise, or inducement not included in this Contract shall be binding upon any party hereto.

All notices, including demands, required or permitted hereunder shall be in writing and delivered to the address below each party's signature either (1) in person; (2) by a prepaid overnight delivery service; (3) by electronic transmission; or (4) by the United States Postal Service, postage prepaid, registered or certified return receipt requested. Notice shall be

deemed as to have been given as of the date and time it is transmitted if the sending electronic mail produces a written confirmation with the date, time, and address to which the notice was sent.

In the event that the last day for closing falls on a Saturday, Sunday or legal holiday, the last day for closing shall automatically be extended to the next succeeding regular business day. Whenever the last day, for the exercise of any privilege or the discharge of any duty hereunder, shall fall upon a Saturday, Sunday or legal holiday, the party having such privilege or duty shall have until the next succeeding regular business day to exercise such privilege or to discharge such duty.

Separate counterparts of this Contract may be executed by the parties, and any such counterpart(s) into which a full complement of signatures has been inserted, whether or not those signatures are contained on separate signature pages, shall be deemed a valid original hereof. A counterpart bearing a signature sent by electronic transmission or bearing a copy of either an original signature or electronically transmitted signature shall be deemed to bear a valid original signature.

The following stipulations shall, if conflicting with printed matter, control:

SPECIAL STIPULATIONS

1) Seller shall pay Georgia real estate transfer tax and any brokerage fees or commissions, if any.

2) Purchaser shall pay closing costs, including title examination fees and title insurance premiums.

3) Sale shall be closed on or before **December 31, 2020** (the "Closing Date").

4) Taxes for the current year shall be prorated as of the date of closing.

5) This Contract is subject to and contingent upon approval of the above described tract by the State Department of Education. In the event the State Department of Education does not approve said tract on or before the Closing Date, then in that event this Contract shall become null and void and all earnest monies paid herein shall be immediately returned to Purchaser.

6) This Contract is subject to and contingent upon an archeological survey of subject tract for Native American or historically significant artifacts. In the event historical artifacts or other items of archeological significance are located on said tract, this Contract may be rescinded at the option of the Purchaser on or

before the Closing Date, and all earnest monies paid herein shall be immediately returned to Purchaser. If Purchaser terminates this Contract, Purchaser agrees to provide Seller with a copy of the archeological survey, provided a survey exists at the time Purchaser terminates this Contract. Purchaser shall have no duty to provide said archeological survey or pay for completion of same if the survey does not exist or is not completed at the time this Contract is terminated.

7) Seller hereby authorizes Purchaser to enter into and upon said real property for purposes of conducting surveys, engineering studies or any other testing deemed necessary by Purchaser and all of its agents and contractors agree to hold Seller harmless from all claims, injuries and damages arising out of or related to the exercise of these rights.

8) This Contract is subject to and contingent upon an engineering analysis and site suitability report prepared by a certified engineer designated by Purchaser. Purchaser shall review said analysis and report, and Purchaser shall have absolute discretion in determining whether the Property is suitable for Purchaser's purpose. If Purchaser determines the subject Property is not suitable for Purchaser's purpose, then this Contract may be cancelled by Purchaser during the Condition Satisfaction Period, and all earnest monies paid shall be immediately returned to Purchaser. If Purchaser terminates this Contract, Purchaser agrees to provide Seller with a copy of the engineering analysis and site suitability report, provided a report exists at the time Purchaser terminates this Contract. Purchaser shall have no duty to provide said report or pay for completion of same if the report does not exist or is not completed at the time this contract is terminated.

9) This Contract is subject to approval by the City of Canton for sight distances and road/highway suitability. In the event that the City of Canton does not approve this Contract for sight distances and road/highway suitability, Purchaser may cancel this Contract on or before the Closing Date, and the Seller shall immediately return all earnest monies to Purchaser.

10) This Contract is subject to and contingent upon the Cherokee County School System acquiring a sufficient amount of right-of-way to provide adequate access to bus traffic. If Purchaser determines that a sufficient amount of right-of-way cannot be acquired, then this Contract shall be cancelled on or before the Closing Date, and the Seller shall immediately return all earnest monies to Purchaser.

11) This Contract is subject to and contingent upon the viability of building a three thousand (3000) FTE school on subject Property, as determined to be necessary by the Purchaser. In the event that Purchaser determines said Property is not suitable for said purposes, then this Contract shall be cancelled on or before the Closing Date, and all earnest monies paid shall be immediately returned to Purchaser.

12) This Contract is subject to and contingent upon the Purchaser's determination that sufficient sanitary sewerage capacity in both the transmission pipeline and the City of Canton's wastewater treatment facility is available at reasonable cost to and upon the subject Property, which sanitary sewerage capacities shall be sufficient to support a three thousand (3000) FTE school, and which sanitary sewerage capacities shall be acceptable to the City of Canton and the Purchaser. Said sanitary sewerage system shall be a gravity sewerage system of a sufficient size and installed at an acceptable location as deemed necessary by the Purchaser. If Purchaser determines that sanitary sewerage service is not available at a reasonable cost, then this Contract shall be cancelled on or before the Closing Date, and all earnest monies paid shall be immediately returned to Purchaser. This Contract is therefore contingent upon the receipt by Purchaser of reasonable assurance of pipeline and treatment facility capacity from the City of Canton.

13) This Contract is subject to and contingent upon approval of the above-described tract by the Georgia Department of Transportation. In the event the Georgia Department of Transportation does not approve said tract on or before the Closing Date, then this Contract shall become null and void, and all earnest monies paid herein shall be immediately returned to Purchaser.

14) This Contract is subject to and contingent upon a final vote by the members of the Cherokee County Board of Education to approve the purchase of the subject real property. In the event that the Board of Education does not vote to approve the purchase of the subject Property on or before the Closing Date, then this Contract shall become null and void, and all earnest monies paid shall be immediately returned to Purchaser.

15) This Contract is subject to and contingent upon the Purchaser's site determination that the subject site may be appropriately served with a sufficient amount of water volume and water pressure to support a three thousand (3000) FTE school, which water system shall also be acceptable to the City of Canton and the Purchaser.

In the event that Purchaser determines the site is not suitable under the above-stated conditions, then Purchaser may cancel this contract during the Condition Satisfaction Period, and all earnest monies shall be immediately returned to the Purchaser.

16) The Parties recognize and understand that the Purchaser is being represented by **Thomas A. Roach, Jr.**, of Roach, Caudill & Frost, LLP, 111 West Main Street, Canton, Georgia 30114 and the closing shall take place at said office or such other offices as designated by Thomas A. Roach, Jr.

17) Seller may elect to structure the sale of the Property as part of a "deferred like-kind exchange of real property" (a "1031 Exchange") as governed by Section 1031 of the Internal Revenue Code of 1986, as amended. Accordingly, Purchaser shall cooperate with respect to any such 1031 Exchange requested by Seller, provided there is no additional cost or liability to Purchaser or release of Seller, and each party shall execute any and all documents which may be reasonably required to effectuate any such 1031 Exchange.

18) The parties hereto acknowledge that the Seller has marketed and sold surrounding properties pursuant to a common scheme of development. Although Seller has not encumbered his property with restrictive covenants, Seller has required other purchasers to be bound by a common set of development standards. The parties hereto agree that except as set forth herein, the Purchaser shall not be bound by restrictive covenants, development standards or a community scheme of development. Should any prior purchaser of Seller's land contest the school system's right to use the subject property for a public school based upon the common scheme of development, Seller shall hold the school system and its Board, agents and representatives harmless and further shall fully indemnify them for any claim, damage, judgment, penalty, or award including reasonable attorney's fees rendered as a result of said claims, damages, penalties, suits, judgments or awards made.

19) All parking lot lighting shall be a dark bronze shoebox type fixture mounted on a 40' dark bronze round tapered steel pole with LED lamps or an equivalent fixture. The terms of this Paragraph 19 shall survive closing.

20) Prior to the end of the Condition Satisfaction Period Purchaser will provide Seller with a proposed grading plan for the Property. At closing Seller will reserve a grading easement along the eastern property line of the Property to allow Seller to grade along such property line. The terms of such grading easement will be finalized prior to the Closing Date.

21) The parties acknowledge that it is necessary to maintain access to the Hickory Log cemetery that is adjacent to the subject property. From the date of this contract until completion of construction of the school, the Seller shall provide a temporary easement for Purchaser's use in constructing a permanent road for ingress and egress to said cemetery. Following construction of the school, permanent access to the cemetery shall be provided by both Purchaser and Seller to allow access. The permanent access road shall be constructed by Purchaser during the construction of the proposed school. The terms of this Paragraph 21 shall survive closing.

22) Purchaser agrees to use its best efforts to follow the landscaping guidelines shown on Exhibit "B" and landscape the Property in a manner like Teasley Middle School. The terms of this Paragraph 22 shall survive closing.

23) Purchaser shall cause the road frontages immediately adjacent to the subject property to be lit with dark bronze LED fixtures spaced approximately 140' apart. The fixtures shall be installed by the Georgia Power Company. Purchaser agrees to pay for installation of said light fixtures; however, Purchaser shall have no duty to maintain or operate said light fixtures following installation. Prior to closing, the Seller must obtain a letter from the City of Canton agreeing to accept the lights for maintenance and operation upon their installation. The terms of this Paragraph 23 shall survive closing.

[Signatures appear on the following 2 pages.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year first above written.

CHEROKEE COUNTY SCHOOL SYSTEM

BY: _____ (SEAL)
William J. Sebring, Chief Support Services Officer

ATTEST: _____
Mitch Hamilton, Supervisor, Planning/Facilities/Compliance

Address:
Cherokee County School District
Attn: William J. Sebring
200 Mountain Brook Ct.
Canton, GA 30115
Email: bill.sebring@cherokeek12.net

PURCHASER

{Signature of Seller on following page.}

BRIGHT-SASSER CANTON, L.L.C.

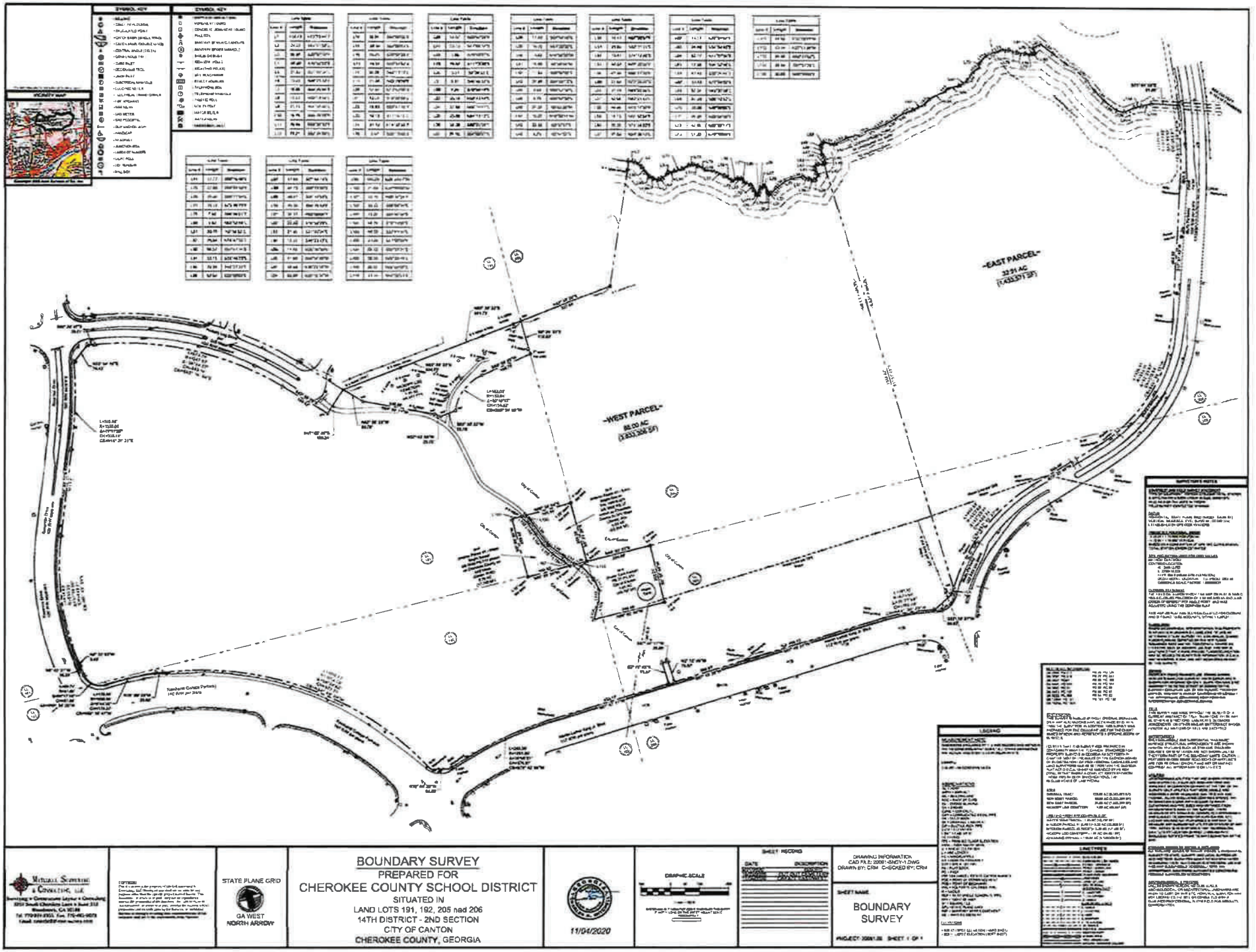
BY: _____(SEAL)

ATTEST: _____

Address:
Bright-Sasser Canton, L.L.C.
Attn: Matt Sasser
5881 Glenridge Drive, Suite 220
Atlanta, GA 30328
Email: matt@meyersbrothers.com

SELLER

EXHIBIT "A"
Plat of Survey of Subject Property



Mitchell Surveying & Consulting, LLC

STATE PLANE GRID

GA WEST

NORTH ARROW

BOUNDARY SURVEY

PREPARED FOR

CHEROKEE COUNTY SCHOOL DISTRICT

SITUATED IN

LAND LOTS 191, 192, 205 and 206

14TH DISTRICT - 2ND SECTION

CITY OF CANTON

CHEROKEE COUNTY, GEORGIA

11/04/2020

GRAPHIC SCALE

SHEET RECORD

DATE	DESCRIPTION

DRAWING INFORMATION

CAD FILE: 220081-SURVEY-1.DWG

DRAWN BY: CRM CHECKED BY: CRM

SHEET NAME

BOUNDARY SURVEY

PROJECT: 220081.00 SHEET 1 OF 1

EXHIBIT "B"

LANDSCAPING GUIDELINES

1) All peripheral road frontages (state, county and city roads) shall be planted with Pin Oak of 4-inch caliper (measured one foot above the root ball) with a minimum height of 12 feet on approximately 60-foot centers and a straight trunk and center leader.

2) All roads adjacent to the Property shall have a strip with a minimum width of 10 feet (as measured from the right-of-way line to the interior curb of the Property).

3) Each building to be located on the Property shall have a landscaped area on each side of the building (including the front and back of the building) with a width of at least 5 feet and a length of at least 30% of the building side.

4) All storage or service areas that are visible from peripheral or interior roads or from parking lots shall be completely screened from view by an evergreen hedge.

5) All interior and peripheral road frontage shall be grassed with Bermuda sod.



Map Legend

Potential Property Aquisition

Notes:

Site Acreage: Approx. 85 Acres
Contour Interval = 2'

Location Map



Cherokee County School District

District Office
1205 Bluffs Parkway
Canton, GA 30114

Division of Support Services
200 Mountain Brook Court
Canton, GA 30115

Map Title:

Potential Property Acquisition: Replacement Cherokee High School Site

N
W E
S

200 0 200 400 600 800
Feet