



# Agenda Request Form

Meeting Date	Agenda Item Number
April 21, 2022	A-11

Title
Approval of Renewal of Partnership Agreements with Reinhardt University and the Cherokee County YMCA and Approval of New Partnership Agreement with Revolution Church
Requested Action
School Board Consideration of Superintendent's Recommendation to Approve Renewal of Partnership Agreements with Reinhardt University and the Cherokee County YMCA and to Approve New Partnership Agreement with Revolution Church
Summary Explanation and Background
<p>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.</p> <p>The School Board is requested to consider the Superintendent's recommendation to approve the partnership agreement renewals with Reinhardt University and the Cherokee County YMCA and to approve a new partnership agreement with Revolution Church.</p>
Priority Area
Family, Partner and Community Engagement
Financial Impact
N/A
Exhibits: (List)
Agreements Attached
Source of Additional Information
Dr. Brian V. Hightower                      770.479.1871 Barbara Jacoby                                770.479.1871

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

REINHARDT UNIVERSITY

This agreement entered into on this ~~13<sup>th</sup> day of October, 2016~~ 21<sup>st</sup> day of April, 2022 by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board" And Reinhardt University.

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

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

WHEREAS, Reinhardt University is an academic, spiritual and social community of teachers, learners and supporters who exist within an environment of Christian caring to educate students as whole persons; and,

WHEREAS, Reinhardt University contributes to the larger community as a vital and responsible member by offering community services that further learning and contribute to the greater good; and,

WHEREAS, Reinhardt University strives to develop a sense of community through individual service and cooperative efforts which develop and exemplify the values of honesty, integrity, personal responsibility, civic responsibility and service.

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

## ARTICLE I

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

## ARTICLE II

The School Board will:

1. Actively recruit/hire Reinhardt students who are interested in working for one of the school system's Afterschool Programs and will provide an advertisement for distribution to Reinhardt University.
2. Offer school-site opportunities for Reinhardt students to fulfill site-based community service requirements.
3. The Office of Educational Programs, Student Support, Accountability and Professional Development will place Reinhardt University student teachers in classrooms for the Candidate Teaching Experience with teachers who have a foundation in differentiation of instruction and successfully practice the skills and strategies of differentiated instruction (as available).
4. Offer use of the Cherokee County Teacher Center to Reinhardt students.
5. Cherokee County Schools District's three-year Technical/Career initiative will continue to include opportunities for collaboration with Reinhardt University. These will include but not be limited to inclusion on district-wide and school-based advisory committees, career pathways and program of study development, work-based learning experiences and Career Fair participation.
6. Continue joint enrollment programs for Cherokee County students, as provided through previous agreements.
7. Implement Junior Achievement programs that will utilize Reinhardt students.
8. Waive facility use rental fees based on Reinhardt's request to use school system facilities.

9. Provide continued support of ~~“A Day for Reinhardt”~~ the Cherokee County Scholars Program by school system employees.

10. Participate in a Cherokee County School District/Reinhardt University Forum, involving at least two meetings annually designed for the express purpose of planning, developing and implementing programs beneficial to students attending both institutions.

11. Agree to establish a representative Advisory Council (composed of School District employees) to assist in the improvement of teaching and learning as it relates to both parties.

12. Consider the potential/feasibility of establishment of a future laboratory school that would serve Cherokee County students and provide for research/training/education opportunities for Reinhardt students.

13. Provide continued support of continuing education initiatives and associated alumni functions as it pertains to the Price School of Education.

14. Pursue joint grant opportunities in both parties' best interests.

### ARTICLE III

Reinhardt University will:

1. Provide access to the Funk Heritage Center and Bennett History Museum to school system employees/students: The area will consist of a natural history museum, nature trails and a natural village. The concept will encourage active, integrated participation; special programs; music seminars; history programs; art and ancient skills.

A. Conduct an open house (possibly one on a staff development day) for school employees at each level.

B. Establish a Student Advisory Panel to develop programming within the museum.

C. Provide the opportunity for field trips, as well as special events and shows, for Cherokee County students for a nominal fee.

D. Provide the opportunity for interested high school students to work in the museum.

2. Provide use of the Reinhardt Broadcast Center by the high school Video Production Classes, as university schedule permits.

3. Provide use of the Reinhardt Instructional Resource Center to employees of the Cherokee County School System. Scheduling not to interfere with student use.

4. Consider providing opportunities for Cherokee County students to fulfill a future community service graduation requirement.

5. Continue joint enrollment programs for Cherokee County students, as provided through previous agreements.

6. Provide judges for the School System Science Fair, Young Authors Fair, Governors Honors, Speech Contests and other related functions.

7. Provide continued assistance in the areas of technology, curriculum development and textbook adoption.

8. Provide the opportunity for reciprocal use of facilities, as scheduled and limited to four times per year, including but not limited to: use of the Fine Arts Center for art exhibits, future band/choral festivals in the Performing Arts Center, use of facility for testing of students, etc.

9. Abide by the rules and regulations contained in the facility use contract at each school facility that Reinhardt University may use and those contained in the Community Use of System Facilities Policy (KG). All other fees associated with the use of facilities will apply (supervisory, custodial, security, etc.).

10. Reinhardt University will offer scholarships to students residing in Cherokee County in the amount of \$500 for any Cherokee County student who meets the entry requirements, \$1,000 for students with a 2.8 (or above) GPA and \$2,000 if students have a 2.8 (or above) GPA and live in the dormitory. These scholarships

shall further apply to Cherokee County School District paraprofessional employees who are part-time students in the transitional paraprofessional four-year degree program for teacher preparation. All appropriate financial aid opportunities shall apply to these students.

11. Pursue joint grant opportunities in both parties' best interests.

12. Participate, where feasible, in academic enhancement programs and other appropriate opportunities with students, teachers and staff at R.M. Moore Elementary School.

13. Reinhardt University shall inform students of System's requirement that, prior to commencement of an applied learning experience, they must complete a criminal background check, and provide clean results indicating no crimes of moral turpitude. Students shall be responsible for completing, and paying for, such background checks as may be required by the System. The System reserves the right to reject any participant who does not meet its minimum background requirements.

14. 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, Reinhardt must adhere to all local, State or Federal laws regarding education.

#### ARTICLE IV

The term of this contract is ~~October 13, 2016 through Oct. 13, 2017~~ April 21, 2022 through April 21, 2023. This contract shall automatically renew for additional terms not to exceed five years unless either party notifies the other at least 60 days prior to renewal date.

ARTICLE V

This contract may be terminated by either party upon thirty (30) days written notice to the other party with or without cause. All notice of this contract shall be given to the Superintendent of Cherokee County Schools at 110 Academy Street, Canton, Georgia 30114, and to the President of Reinhardt University, 7300 Reinhardt Circle, Waleska, Georgia 30183.

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

REINHARDT UNIVERSITY

THE CHEROKEE COUNTY BOARD  
OF EDUCATION

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Dr. Mark A. Roberts, President

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By: Kyla Cromer, Chairman

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By: Dr. Brian V. Hightower  
Superintendent of Schools

Approved as to form:

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Tom Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

THE CHEROKEE OUTDOOR YMCA

AND

G. CECIL PRUETT COMMUNITY CENTER FAMILY YMCA

AND

METRO ATLANTA YMCA

This agreement entered into on this ~~17<sup>th</sup> day of March, 2016~~ 21<sup>st</sup> day of April, 2022 by and between

The Cherokee County Board of Education, hereinafter referred to as the "School Board"

And

The Cherokee Outdoor YMCA, hereinafter referred to as "Outdoor YMCA"

And

G. Cecil Pruett Community Center Family YMCA hereinafter referred to as "Family YMCA"

And

The Metro Atlanta YMCA hereinafter referred to as "Metro Atlanta YMCA."

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

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

WHEREAS, the YMCA is an association of volunteers, members and staff open to serving all, providing programs and services which develop spirit, mind and body, and

WHEREAS, the Metro Atlanta YMCA has available multiple branches in the metro-Atlanta area providing for people at any life stage, the best solution for every day quality time that promotes personal, family and community well-being, and

WHEREAS, the Metro Atlanta YMCA provides mission-driven menus of daily activities: that unite people and foster inclusion of the underserved; and that develop spirit, mind and body and adapt well to participants of all ages, abilities, faiths, beliefs and incomes, and

WHEREAS, The Metro Atlanta YMCA has, as well as the availability of financial assistance based on need, one-on-one instruction, coaching and monitoring for adults utilizing THE COACH APPROACH- An exercise Support Process® program.

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

#### ARTICLE I

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

#### ARTICLE II

The School Board:

1. Transportation Department will work cooperatively with YMCA officials in order to arrange for a bus lease agreement for the YMCA summer program.

2. Will provide continued use of school facilities, as available, for YMCA programs. In the event such facilities/areas being utilized by the YMCA are needed for additional educational buildings/classrooms, the School System will provide a comparable site with appropriate improvements for utilization by Cherokee County School System students and the YMCA.

3. Will pursue the opportunity for additional school/YMCA recreational facility partnerships throughout the county.

4. Office of Educational Programs, Student Support, and Professional Development will assist in the development of curriculum pertaining to outdoor issues as well as joint grant opportunities.

5. Will promote YMCA programs through existing communication channels, as permitted by School Board policy.

6. Shall consider the opportunity for a joint site/facility development when determining the needs/location of future school site(s).

7. Will pursue the opportunity for the YMCA to install a sprinkler system at Liberty ES recreation fields, including joint (PTA/YMCA) fundraising efforts in this regard. YMCA will be required to set a separate water meter and pay any bills relative to irrigation water consumption.

8. Will encourage School Board employees to explore involvement with the Metro Atlanta YMCA as an option for family recreation, skill building and health enhancement.

9. Will post a page dedicated only to the Metro Atlanta YMCA on the School Board's intranet following the suggested wording, layout and design attached in Appendix A.

10. Will position the collaboration with the Metro Atlanta YMCA as a wellness partnership and refrain from the use of the word "discount" or posting the Metro Atlanta YMCA among for-profit retailers who offer employee discounts.

11. Will confirm enrolled employees are currently active employees and eligible for the reduced rate.

12. Will collaborate on the preparation of joint promotional efforts regarding the Metro Atlanta YMCA affiliation including the content and cost division of such efforts. Use of each party's name must be specifically approved in writing by the authorized representative of each party in advance of the release of any promotional materials.

~~13. Will support the YMCA's efforts to educate elementary age students regarding childhood obesity through its Youth Fit for Life (YFFL) program, which is predicated on a wellness curriculum offered within the context of After School Programs at local elementary schools.~~

~~14. Will provide for use of facilities, school staff to be trained as YFFL program instructors, and partner with the YMCA to seek funding to support the YFFL program.~~

~~15. Will only provide YFFL to students with the supervision and approval of the YMCA; and, use the YFFL brand only following prior written permission by the YMCA of Metro Atlanta, Inc.~~

13. Provide scholarships, using federal grants, for students in need identified by CCSD to participate in YMCA summer programs.

### ARTICLE III

#### Outdoor YMCA:

1. Will work cooperatively with the School Board's Transportation Department to arrange for a bus lease agreement and will provide proof of insurance, compensation for mileage and drivers.

2. Will provide the opportunity for outdoor education field trip programs; including scholarships for low income situations and expansion to more focused programs for middle school/high school (water quality issues and opportunities and internships).

3. Will abide by the rules and regulations contained in the facility use contract at each facility and those contained in the Community Use of System Facilities Policy (KG), including custodial, utility and supervisory fees when applicable.

4. Will pursue the opportunity for additional school/YMCA recreational facility partnerships throughout the county.

5. ~~Will provide for installation of a sprinkler system at Johnston ES soccer field:~~

~~Will at its expense provide for the installation of a sprinkler system and new turf at Johnston ES soccer field.~~

~~Will provide a separate water meter (as funds become available) and pay any water bills relative to irrigation water consumption.~~

~~Will secure contractor and supervise construction of the field improvements (all work will be approved in advance with Johnston ES administration and the Office of Support Services and Facilities/Construction Management).~~

Will maintain the Johnston ES playing field in a good and safe condition. Maintenance shall include, but not be limited to, weed control, aeration, topdressing, over seeding, fertilizing, turf repair and other improvements as may be necessary to maintain field in good condition.

Upon discovery of damages, both parties shall meet in order to confirm who is responsible for damages and the extent of work required repairing damages. The appropriate party shall be responsible for the cost and repair of the field. The YMCA will supervise the repairs by a mutually agreed upon contractor.

Will limit the use of the gym and field to Saturdays from 8:00 a.m. to 9:00 p.m., Sundays from 1:00 p.m. to 6:00 p.m. and weekdays from 5:30 5:00 p.m. to 9:00 p.m. Field use during the summer shall be limited to Monday through Saturday from 8:00 a.m. to 9:00 p.m. and Sundays from 1:00 p.m. to 6:00 p.m. A mutually agreed upon period of time will be set aside during each summer for turf recovery and maintenance. Summer use of gym will be limited to four weeks, Monday through Friday from 7:00 a.m. to 6:30 p.m. The schedule will be agreed to by both parties.

6. Will continue to allow the School Board use of YMCA facilities for meetings, as available.

7. Shall consider the opportunity for a joint site/facility development when determining the needs/location of future YMCA site(s).

8. Will provide an informational packet to administrators, including field trip opportunities and the Outdoor Education Program.

9. Will pursue the opportunity for installation of a sprinkler system at Liberty ES recreation fields, including joint (PTA/YMCA) fundraising efforts in this regard.

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

11. Will pursue joint grant opportunities in both parties' best interest.

12. Accept students identified by CCSD to participate in YMCA summer programs funded by scholarships provided by CCSD using federal grants.

#### ARTICLE IV

Family YMCA:

1. Will work with School District middle/high school teenagers to develop youth programs for the Teen Center at the Family YMCA.

2. Will develop a learn-to-swim program for interested elementary students.

~~3. The YMCA will provide the research-based and tested Youth Fit for Life curriculum for use in elementary After School Programs (ASP), will provide training for ASP instructors, supervision of the program, student testing and evaluation, supplies, start-up funding and collaborate with the School Board to seek additional funding for the program.~~

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

4. Will pursue joint grant opportunities in both parties' best interest.

5. Accept students identified by CCSD to participate in YMCA summer programs funded by scholarships provided by CCSD using federal grants.

#### ARTICLE V

Metro Atlanta YMCA:

1. Will reduce standard monthly rates for School Board adult employees (18 years of age and older) to the following:

**Monthly rates:**

- Family \$80
- Adult (30-64) \$49
- Young Adult (19-29) \$30
- Senior Adult (65 plus) \$48
- Senior Family (one over 65) \$66
- Teen (13-18) \$16
- Youth \$13

This rate requires employees to pay monthly by credit card or bank draft. The Metro Atlanta YMCA reserves the right to make rate increases; the increases will be added to the existing reduced rates and assess traditional joining fees: \$69 for single person memberships and \$99 for multi-person memberships. The employee must go to the School Board Intranet page/link to access the reduced-rate membership.

2. Will create for the School Board intranet a page with information about YMCA locations and programming and a link to request the reduced monthly rates.

3. Will create a house account with no fees attached for the School Board that will act as the existing member household that is referring any employees who wish to join at the up to 20% reduced rates. Existing employees who are already members and qualify for the member referral campaign can self-identify their desire to refer a new employee; the YMCA will connect these employee households instead of using the house account, so existing employees can also benefit. The YMCA will not automatically reduce the rates of any current employees who are members, as this would constitute a discount.

4. Will check on a monthly basis that all eligible or existing members are current employees.

5. Will collaborate on the preparation of joint promotional efforts regarding this affiliation including the content and cost division of such efforts. Use of each party's name must be specifically approved in writing by the authorized representative of each party in advance of the release of any promotional materials.

6. Metro Atlanta YMCA shall indemnify, defend and hold harmless the School Board, as well as each entity's officers, directors, employees, agents, affiliates and subsidiaries together with their successors and assigns from and against any and all liability, claims, demands damages, losses, expenses, obligations, actions or causes of action (including reasonable attorney fees) which the School Board, might sustain, pay or suffer, by reason of any act, omission or negligence by Metro Atlanta YMCA, its employees, agents, successors or assigns, or anyone claiming under it or through it or them, or resulting from any breach, violation or nonperformance or any covenant, condition or agreement herein contained, including, but not limited to, claims arising from or alleged to have arisen in whole or in part as a result of injury sustained by a School Board employee while participating in exercise activities at a Metro

Atlanta YMCA location or through participation in THE COACHAPPROACH® exercise support program.

#### ARTICLE VI

Facility use/rental fees will be waived (utility, custodial and supervisory fees will be charged when applicable) in all of the aforementioned requests for facility use. Both parties will abide by a bus lease agreement under which the school district is reimbursed for the actual expenses of operating the buses and where the Cherokee County School Board will be listed as an additional insured on the liability policy.

#### ARTICLE VII

The term of this contract is ~~March 17, 2016 through March 17, 2017~~ April 21, 2022 through April 21, 2023. This contract shall automatically renew for additional terms not to exceed five years unless either party notifies the other at least 60 days prior to renewal date.

#### ARTICLE VIII

This contract will not be terminated by either party during the first year of the term. All notice of this contract shall be given to the Superintendent of Cherokee County Schools at ~~110 Academy Street, PO Box 769~~, Canton, Georgia 30114~~69~~, and to the Director, Cherokee Outdoor YMCA, 201 East Bells Ferry Road, Woodstock, Georgia 30189 and Branch Executive, G. Cecil Pruett Community Center Family YMCA, 151 Waleska Street, Canton, GA 30114.

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

CHEROKEE OUTDOOR YMCA,  
G. CECIL PRUETT COMMUNITY  
CENTER FAMILY YMCA, METRO  
ATLANTA YMCA

THE CHEROKEE COUNTY BOARD OF  
EDUCATION

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By:  
Chairman

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By: Kyla Cromer, Chairman

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By: Rommel Rita  
Executive Director, Cherokee Outdoor  
YMCA and G. Cecil Pruett Community  
Center Family YMCA

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By: Dr. Brian V. Hightower  
Superintendent of Schools

Approved as to form:

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Tom Roach, Esquire

## APPENDIX A

### YMCA

Cherokee County Board of Education and the YMCA of Metro Atlanta are partnering to create a healthier community. To take advantage of these reduced rates, click on the Get Started link below to begin the Referral Process. These reduced rates\* will only be available by clicking on the Get Started link below.

- Family \$80
- Adult (30-59) \$49
- Young Adult (19-29) \$30
- Two Adults \$75
- Senior Adult (60 plus) \$48
- Senior Family (one over 60) \$66
- Teen (13-18) \$16
- Youth \$13

After following the link and creating your account online, all you need to do is go into the Y location of your choice, complete the needed paperwork and have your picture taken for your permanent card.

### [Get started](#)

\* This offer is valid for referred individuals who are new facility members of the Metro Atlanta YMCA or for previous Metro Atlanta Y members whose termination date either precedes the campaign start date or has lapsed by at least 90 days since the campaign start date. Member referral rates require annual or semi-annual paying members to switch to a continuous payment method. Rates of current financial assistance members will not be further lowered.

This offer has no cash value, may not be used with financial assistance rates lower than the published member-referred rates, and cannot be combined with any other certificate, voucher, charge item or corporate third party pays, or grandfathered rate. Any future price increases will be assessed on this reduced base rate.

PARTNERSHIP AGREEMENT  
BETWEEN  
THE CHEROKEE COUNTY BOARD OF EDUCATION  
AND  
REVOLUTION CHURCH

This Partnership Agreement is entered into on this 21st day of April, 2022, by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board" and Revolution Church.

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 District's Priority Areas is Family, Partner and Community Engagement; and,

WHEREAS, Revolution Church believes in loving your neighbor as yourself and lives that mission through outreach work including serving members of the Cherokee County community who are in need.

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

ARTICLE I

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

ARTICLE II

The School Board will:

1. Promote Give a Kid a Chance programs and events, which are now under the leadership of Revolution Church, through existing communication channels, as permitted by School Board policy.
2. Continue to provide use, as space permits, of two mobile classrooms at the ACTIVE Academies campus for storage for the Give a Kid a Chance program at no charge.

3. Provide the use of and access to CCSD's teacher resource center for the Give a Kid a Chance program.
4. Allow Give a Kid a Chance applications to be made available to school counselors and other appropriate parties and copies to be made for eligible children.
5. If needed, allow the Give a Kid a Chance distribution events to be held in CCSD facilities with special consideration to be given to waiving applicable fees.
6. When the Office of School Operations receives in-kind donations of items suitable for the Give a Kid a Chance event, Revolution Church will arrange to pick up those donations for distribution at the events.
7. The Office of School Operations will regularly communicate to Revolution Church information about new opportunities to help students in need, such as through care closets, food drives, holiday gift drives, etc.
8. Abide by the rules and regulations contained in the facility use contract at Revolution Church and those contained in its policies relative to facility use, including custodial, utility and supervisory fees when applicable.

### ARTICLE III

Revolution Church will:

1. Contact the school counselors or other appropriate personnel to explain the purpose of the Give a Kid a Chance event and then electronically distribute application forms and information to those individuals.
2. Gather completed Give a Kid a Chance applications from schools to be used for registration for the event and contact the families with event information once registration is processed.
3. Conduct a Give a Kid a Chance event prior to the beginning of school so that Cherokee County school-age children who are registered to attend school will receive backpacks filled with school supplies. Other donations and free activities and services available at the event will vary based on donations and participation by other nonprofit organizations.
4. Distribute any classroom supplies (glue sticks, pencils, etc.) leftover after the event to Pre-K classes prior to the start of the new school year.
5. Accept all children/interested participants for participation within the Give a Kid a Chance program 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.

6. In regard to all other partnership activities, Revolution Church will not discriminate against any participant because of race, national origin, age or disability. As Revolution Church is a private, religious entity, it is not subject to laws that public entities are subject to such as, but not limited to, IDEA Rehabilitation Act of 1973 and ADA.

7. Agree to hold harmless and indemnify the School Board against any claims, demands, losses or damages, including reasonable attorney's fees, in regard to the Give a Kid a Chance event that may arise as a result of this agreement.

8. Sponsor breakfast at the monthly Principal's Meeting in April each year and share an update on Give a Kid a Chance and other programs supporting CCSD students in need.

9. Abide by the rules and regulations contained in the facility use contract at each school facility and those contained in the Community Use of System Facilities Policy (KG), including custodial and supervisory fees when applicable.

#### ARTICLE IV

The term of this non-binding agreement is April 21, 2022 through April 21, 2023, and shall automatically renew for additional terms not to exceed five years unless either party notifies the other at least 60 days prior to renewal date.

#### ARTICLE V

This non-binding agreement may be terminated by either party upon thirty (30) days written notice to the other party with or without cause. All notice of this non-binding agreement shall be given to the Superintendent of Cherokee County Schools at P.O. Box 769, Canton, GA 30169, and to the Missions Minister of Revolution Church at 125 Union Hill Trail Canton, GA 30115.

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

REVOLUTION CHURCH

THE CHEROKEE COUNTY BOARD  
OF EDUCATION

-----  
By: Zip Cain, Missions Minister

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By: Kyla Cromer, Chairman

-----  
By: Dr. Brian V. Hightower  
Superintendent of Schools

Approved as to form:

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Tom Roach, Esquire