Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
May 19, 2022	A-16

Title

Approval of Renewal of Partnership Agreements with the Cherokee County Health Department and MUST Ministries

Requested Action

School Board Consideration of Superintendent's Recommendation to Approve Renewal of Partnership Agreements with the Cherokee County Health Department and MUST Ministries

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 renewals with the Cherokee County Health Department and MUST Ministries.

Priority Area

Family, Partner and Community Engagement

Financial Impact

N/A

Exhibits: (List)

N/A

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

THE CHEROKEE COUNTY HEALTH DEPARTMENT

This agreement entered into on this ~~19th day of May, 2016~~ 19th day of May, 2022, by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board" and the Cherokee County Health Department hereinafter referred to as "Health Department."

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 mission of the Department of Human Resources is to assist Georgians in achieving their highest levels of health, development, independence, and self-sufficiency. The Department of Public Health, in its strategic planning efforts, developed a philosophy and values which are reflected in its mission: to promote and protect the health of people in Georgia wherever they live, work, and play. We unite with individuals, families, and communities to improve their health and enhance their quality of life, and

WHEREAS, believing that physical and emotional well-being, is the basic right of every individual regardless of age, race, sex, educational level, income

level, religion or political affiliation, and in accordance with the Georgia Public Health Code and the master public health agreement, the mission of the North Georgia Health District is: to prevent disease and improve the public's health, especially for that part of the population in greatest need; and to utilize all available resources in order to provide cost-effective health services that are specifically targeted to the significant health problems currently identified in northwest Georgia, thus enhancing development, independence, and self-sufficiency.

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. Provide a photocopy (through the Office of School Operations and School District Lead Nurses) of each pre-kindergarten and kindergarten students' Certificate of Immunization (Georgia Department of Human Resources DHR Form 3132) to the Health Department for statutorily-required auditing purposes.

2. Assist in scheduling and facilitation of statutorily-required scoliosis screenings at Cherokee County School District middle schools.

3. Assist in scheduling and facilitation of vaccinations/inoculations (influenza, pneumonia, Hepatitis B) of ~~students with consent forms and~~ employees if applicable.

4. Promote Health Department programs/initiatives through existing communication channels, as permitted by School Board policy.

5. Provide referrals to the Health Department when applicable.

ARTICLE III

Health Department will:

1. Conduct statutorily-required audits of pre-kindergarten and kindergarten students' Certificates of Immunization (Georgia Department of Human Resources DHR Form 3132).

2. Conduct statutorily-required scoliosis screenings at Cherokee County School District middle schools.

3. Provide vaccinations/inoculations (influenza, pneumonia, Hepatitis B) of employees ~~and students with consent forms~~, if applicable.

4. Assist the School District in its communications relative to communicable diseases and critical case occurrences.

5. 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, the Health Department must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is ~~May 19, 2016 through May 19, 2017~~ May 19, 2022 through May 19, 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~~ PO Box 769, Canton, GA 3011~~4~~69, and to the District Health Director, North Georgia Health District at 100 West Walnut Avenue, Suite 92, Dalton, GA 30720.

ARTICLE VI

The School Board shall indemnify, defend and hold harmless the Health Department and its officers, directors, partners, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the School Board or its employees' negligence in connection with the provision of this agreement. The School Board shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such claims.

The Health Department shall indemnify, defend and hold harmless the School Board and its officers, directors, partners and employees from and against any and all demands, claims, damages to persons, property, losses and liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of or caused by the Health Department's or its employees negligence in connection with the provision of this agreement. The Health Department shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such claims.

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

CHEROKEE COUNTY HEALTH DEPARTMENT

_____
By: Russ Flynn, Chairman, Board of Health

_____
By: Dr. Zachary Taylor,
North Georgia Health District,
District Health Director

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

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

MUST MINISTRIES, INC.

This agreement entered into on this ~~5th day of May, 2016~~ 19th day of May, 2022 by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board" and MUST Ministries, Inc., hereinafter referred to as "MUST."

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, MUST's mission is to serve its neighbors in need transforming lives and communities.

WHEREAS, MUST provides services such as food, clothing, housing, and employment services to help families and children move to stability

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. Maintain open communication channels, provide necessary School District contact information, and commit to meet with MUST leadership in order to enhance inter-agency cooperation and collaboration.

2. Encourage Cherokee County elementary, middle, and high schools to participate in MUST collection drives such as food, clothing, and toys, as well as for food/clothing provision opportunities. Provide a school coordinator at each interested school site to work in conjunction with MUST to implement aforementioned programs.

3. Provide the opportunity for MUST staff to address School District counselors, social workers and principals to share opportunities to assist MUST.

4. Promote MUST programs through existing communication channels, as permitted by School Board policy.

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

6. Provide MUST with USDA sponsored summer meals for distribution in areas of need as approved by the Georgia Department of Education and United States Department of Agriculture.

ARTICLE III

MUST will:

1. Maintain open communication channels, provide necessary organization contact information and commit to meet with School District leadership in order to enhance inter-agency cooperation and collaboration.

2. Provide presentations and/or information relative to its services to school Principals, social workers, counselors and teachers to explain their role in the partnership.

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

4. Distribute CCSD prepared and USDA sponsored summer meals in areas of need within Cherokee County as approved by the Georgia Department of Education and United States Department of Agriculture.

5. Accept all children 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 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, MUST must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is May 19, 2022 through May 19, 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

All proposed amendments to this contract shall be submitted to the Superintendent of Cherokee County Schools at ~~110 Academy Street~~ PO Box 769, Canton, Georgia 301~~14~~69, and to the CEO, MUST Ministries, Inc. at 1407 Cobb Parkway North, Marietta, Georgia 30061; and approved by the respected authorized representatives.

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

MUST MINISTRIES, INC.:

_____

Dr. Ike Reighard

President and CEO

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