Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	A-4

Title

Renewal of Partnership Agreements with Baseball Group of East Cherokee, Inc. and Cherokee County Farm Bureau

Requested Action

School Board Consideration of Superintendent's Recommendation to Approve the Renewal of Partnership Agreements with Baseball Group of East Cherokee, Inc. and Cherokee County Farm Bureau

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 Baseball Group of East Cherokee, Inc. and Cherokee County Farm Bureau.

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

BASEBALL GROUP OF EAST CHEROKEE ~~BASEBALL~~, INC.

This agreement entered into on this 21st Day of July, 2022 ~~21st Day of July, 2016~~, by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board" and Baseball Group of East Cherokee ~~Baseball~~, Inc., hereinafter referred to as "Baseball Group ~~ECB~~."

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, Baseball Group ~~ECB~~ is a non-profit community-based association of volunteers, members, and staff open to serving the recreational and competitive baseball interests and needs for children and young adults from ages 4 through 19;

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. Will provide continued use of Mountain Road ES outdoor recreational baseball fields, waiving facility use fees as contained in School Board Policy KG (Use of School Facilities).

2. Will pursue the opportunity for additional school/Baseball Group ~~ECB~~ outdoor recreational baseball field partnerships throughout the county.

3. Will continue to promote Baseball Group ~~ECB~~ community-based programs through existing communication channels.

4. Where deemed appropriate by the Office of Support Services and Facilities/Construction Management, will provide access to water to sustain field conditions, subsequent to Baseball Group's ~~ECB's~~ installation in this regard including, but not limited to, the purchase and installation of a separate water meter.

ARTICLE III

Baseball Group ~~ECB~~:

1. Will provide and promote community-based educational workshops, clinics, and presentations to coaches, parents, and students throughout the year. The educational programs will be conducted by nationally licensed and certified trainers and will focus on a variety of coaching, safety, and recreational topics.

2. Will provide scholarships for low-income and disadvantaged families to increase parental and community involvement.

3. Will abide by the rules and regulations contained in the facility use contract at the Mountain Road ES facility.

4. Prior to any physical modifications to School Board property, apply to the Office of Support Services and Facilities/Construction Management to obtain authorization to proceed.

- At currently utilized baseball fields at Mountain Road ES, Baseball Group ~~ECB~~ will upgrade field space by installing a field lighting system, to be completed upon funds being raised.
- Will secure contractor and supervise construction of the field improvements (all work will be approved in advance with the Office of Support Services and Facilities/ Construction Management).
- Will maintain the 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, mowing 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. ECB will supervise the repairs by a mutually agreed upon contractor.

- Will limit the use of the fields to Saturdays from 7:00 a.m. to 10:00 p.m., Sundays from 1:00 p.m. to 6:00 p.m. and weekdays from 5:30 p.m. to 10:00 p.m. Field use during the summer shall be limited to Monday through Saturday from 7:00 a.m. to 10:00 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.

5. Will pursue the opportunity for additional school recreational area partnerships throughout the county.

6. 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, Baseball Group ~~ECB~~ must adhere to all local, State or Federal laws regarding education.

7. Will provide a certificate of insurance, on a form satisfactory to the School Board, in an amount not less than $1 million aggregate single limit general liability coverage. The policy shall name the Cherokee County School System as certificate holder and as an additional insured and provide 30 days notice of cancellation to the School System. The aforementioned insurance shall be maintained for the term of the agreement.

8. Will hereby hold the School System harmless and shall indemnify the School System against any loss, including reasonable attorney's fees and expenses of litigation.

ARTICLE IV

The term of this contract is ~~July 21, 2022 through July 21, 2023~~ ~~July 21, 2016 through July 21, 2017~~. 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 PO Box 769 ~~110 Academy Street~~, Canton, Georgia 3016914, and to the President, East Cherokee Baseball, Inc.; 6175 Hickory Flat Hwy. Suite 110-262, Canton, Georgia 30115.

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

EAST CHEROKEE BASEBALL INC.

_____

By: Kyla Cromer, Chairman

_____

By: Rodd Thrasher, Executive Board Member

Baseball Group of East Cherokee, Inc.

_____

By: Dr. Brian V. Hightower

Superintendent of Schools

_____

By: Chase Timms, Executive Board Member

Baseball Group of East Cherokee, Inc.

Approved as to form:

_____

Tom Roach, Esquire

THE CHEROKEE COUNTY BOARD OF EDUCATION

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

CHEROKEE COUNTY FARM BUREAU

This agreement entered into on this 21st day of July, 2022 ~~21st day of July, 2016~~ by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board" and the Cherokee County Farm Bureau hereinafter referred to as "Farm Bureau."

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 Farm Bureau recognizes and assists deserving and outstanding students who are pursuing a college degree in agriculture or a related field; and,

WHEREAS, the Farm Bureau encourages students to appreciate the values and opportunities of rural life and promotes leadership development within the agricultural sector.

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 the use of buses for transportation for students to attend Tour of Farms and related Farm Bureau functions, as specified by field trip rules and regulations and approved by appropriate department.

2. Promote Farm Bureau programs/contests through existing communication channels, including inter-office mail provided there is no expense to the School Board.

3. Provide an appropriate location/facility to conduct the Farm Bureau Annual Meeting and possible evening meetings waiving the rental fee, as per the Community Use of System Facilities Policy.

4. Provide the opportunity for make-up work for students who attend Farm Bureau functions.

5. Provide a school system representative to attend Farm Bureau Agriculture Week Expo and Annual Meeting.

ARTICLE III

Farm Bureau will:

1. Submit four student applications annually for four Georgia Farm Bureau scholarships. Local-level Cherokee County Farm Bureau will award two scholarships of $1,075 each to two CCSD graduating seniors who are pursuing an agricultural related degree.

2. 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 and supervisory fees when applicable.

3. Sponsor a high school art contest on the school, county, district and state level. (County winner, first- and second-place, presented with a gift card and honored at the Annual Meeting.)

4. Conduct a 6th-, 7th- and 8th-grade <u>bookmark</u> ~~essay~~ contest and coloring contest for all first-grade students in the County. First- and second-place County winners will be presented with a gift card ~~check~~ and will be recognized at the Annual Meeting.

5. ~~Fifth-grade classes at the Farm Bureau's Partners-In-Education school will tour three farms in May, with lunch provided at the last farm. Students and teachers will be provided with agriculture information about farms before the visit.~~

6. Conduct a third-grade poster contest during Farm City Week. First- and second-place winners from each school will be presented with a $25 gift card.

7. Provide $500 for Cherokee High School FFA, $500 for Etowah High School FFA and $500 for Creekview High School FFA to attend the National Convention and $500 for 4-H Leadership to attend the Washington Leadership Conference.

8. Sponsor a Safety Camp for children ages 6 years to 12 years.

9. Continue with the Chamber of Commerce Partners in Education program with Holly Springs ~~Indian Knoll~~ Elementary School STEM Academy (teacher welcome back to school breakfast, goody bags with agriculture resources and school supplies, farm barn, etc.).

Sponsor for Partners-in-Education School

Kindergarten Class – Learning about Pumpkins ~~Incubate Eggs~~

First Grade – Coloring Contest

Second Grade – Worm Composting and Soil Lessons ~~Tomato Planting~~

Third Grade – Poster Contest

Fourth Grade – Honeybee Presentation and Candle Rolling for Mother's Day Gifts

Fifth Grade – Farm Days at School or Three Farms Tours

10. Provide an informational packet to administrators at each of the schools, including offerings, field trip opportunities and general information relative to the Farm Bureau. All programs can be tied to Georgia Student Performance Standard objectives.

11. 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, Farm Bureau must adhere to all local, State or Federal laws regarding education.

12. Sponsor Farm to School Teacher workshop each year during pre ~~post~~-planning that is open to all teachers, paraprofessionals and school nutrition staff.

13. Sponsor and host meetings for Farm to School Committee to plan school activities.

ARTICLE IV

The term of this contract is July 21, 2022 through July 21, 2023 ~~July 21, 2016 through July 21, 2017~~. 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 P.O. Box 769 ~~110 Academy Street~~, Canton, Georgia 3016914, and to the Cherokee County Farm Bureau, Program Coordinator, 101 Woodland Way, Suite 1-B, Canton, Georgia 30114.

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

CHEROKEE COUNTY FARM BUREAU

_____

Shirley Pahl, Program Coordinator

_____

William Grizzle, 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