Cherokee County School District

AGENDA

School Board Meeting

Dr. Frank R. Petruzielo Educational Services Facility

7:00 p.m.

July 21, 2022

- Call to Order
- Pledge of Allegiance/Inspiration
- Adoption of Superintendent's Recommended Agenda for July 21, 2022 School Board Meeting
- Approval of Minutes of the June 8 and June 16, 2022 Public Hearings on the FY2023 Budget and Minutes of the June 16, 2022 School Board Meeting
- Approval of Consent Agenda for July 21, 2022 School Board Meeting

A. Resolutions/Recognition

1. School Board Recognition of CCSD High School Students Selected for All-State Chorus

2. School Board Recognition of 2021-22 Regional and State Elementary Science Olympiad Winners

3. School Board Recognition of CCSD's Office of Communications - - Winner of Seven National School Public Relations Association Awards for Excellence in Communications and Public Relations

4. 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

B. School Board Members

C. School Board Policies

1. **School Board Consideration of Superintendent's Recommendation for Approval of Substantive Modifications to School Board Policies (7) - - on Final Reading**

2. **School Board Consideration of Superintendent's Recommendation for Approval of Technical Modifications to School Board Policies (5)- - on Final Reading**

3. **School Board Consideration of Superintendent's Recommendation for Approval of Curriculum Review/ Evaluation (Divisive Topics) Policy - - on First Reading**

D. Financial Management

1. **School Board Consideration of Superintendent's Recommendation for Approval of Authorized School Fund-Raising Activities for SY2022-23**

E. Curriculum and Instruction

1. **School Board Consideration of Superintendent's Recommendation for Approval of Out of State Travel**

2. **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 Special Lease Agreements**

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 Superintendent's Recommendation for Approval of Holly Springs Tax Allocation District (TAD) Resolution/Intergovernmental Agreement**

2. **School Board Consideration of Superintendent's Recommendation for Approval of Intergovernmental Agreement/Memorandum of Understanding (MOU) with Cherokee County Government**

3. **School Board Consideration of Superintendent's Recommendation for Approval of Surplus Property Declaration and Sale of Property to Highest Bidder**

4. **School Board Consideration for Approval of School Board Attorney's Recommended Plan for SY2022-23 Local School Board Governance Training**

I. Superintendent of Schools

- **Public Participation**

- **Adjournment**

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Wednesday, June 8, 2022

MINUTES OF PUBLIC HEARING ON 2022-23 BUDGET
11:30 a.m.

The Cherokee County Board of Education conducted a public hearing on the Superintendent's Recommended FY2023 Budget. School Board Chair Kyla Cromer called the meeting to order at 11:30 a.m. on Wednesday, June 8, 2022, in the School Board Auditorium at the Dr. Frank R. Petruzielo Educational Services Facility, 1205 Bluffs Parkway, Canton, Georgia. Present: Superintendent Dr. Brian V. Hightower.

Two members of the public addressed the Chairman and Superintendent regarding the budget. Chair Kyla Cromer explained the purpose of the public hearing and stated that the public could also sign up to speak at the two subsequent hearings at 11:30 a.m. and 6:30 p.m. Thursday, June 16, 2022, or when the agenda item is considered at the Board's meeting at 7:00 p.m. on Thursday, June 16, 2022. Dr. Hightower shared information relative to the proposed millage rate including a 1.5 mill reduction from last year, thus lowering the total millage rate from 19.45 (FY2022) to 17.95 (FY2023). In addition, it was noted that within the proposed millage rate of 17.95, an increase to a total 1.5 mills is being recommended for Bond Millage, lowering the Maintenance and Operations Millage to 16.45. Finally, Dr. Hightower emphasized that while the CCSD was being sensitive to and mindful of the increase in local property values/assessments and, in some instances, the corresponding increases in property taxes this Fall, the potential for market corrections was considered when committee members developed the FY2023 tentative budget.

The public hearing was adjourned at 11:51 a.m.

_____ _____

School Board Chair Secretary

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Thursday, June 16, 2022

MINUTES OF PUBLIC HEARING ON 2022-23 BUDGET
11:30 a.m.

The Cherokee County Board of Education conducted a public hearing on the Superintendent's Recommended FY2023 Budget. School Board Chair Kyla Cromer called the meeting to order at 11:30 a.m. on Thursday, June 16, 2022, in the School Board Auditorium at the Dr. Frank R. Petruzielo Educational Services Facility, 1205 Bluffs Parkway, Canton, Georgia. Present: Superintendent Dr. Brian V. Hightower.

School Board Chair Kyla Cromer explained the purpose of the public hearing and stated that the public could also sign up to speak at the subsequent hearing at 6:30 p.m. Thursday, June 16, 2022, or when the agenda item is considered at the Board's meeting at 7:00 p.m. on Thursday, June 16, 2022. Dr. Hightower shared information relative to the proposed millage rate including a 1.5 mill reduction from last year. The School Board Chair reminded the audience that a combined 5.65 mills are used for the required local effort payment to the State to participate in the QBE formula and the administrative cost paid to the county to collect taxes.

Three members of the public were present to address the School Board Chair and Superintendent regarding the budget.

The public hearing was adjourned at 11:51 a.m.

_____ _____

School Board Chair Secretary

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Thursday, June 16, 2022

MINUTES OF PUBLIC HEARING ON 2022-23 BUDGET
6:30 p.m.

The Cherokee County Board of Education conducted a public hearing on the Superintendent's Recommended FY2023 Budget. School Board Chair Kyla Cromer called the meeting to order at 6:30 p.m. on Thursday, June 16, 2022, in the School Board Auditorium at the Dr. Frank R. Petruzielo Educational Services Facility, 1205 Bluffs Parkway, Canton, Georgia. Present were: Vice-Chair Robert Rechsteiner; School Board Members Mike Chapman, Patsy Jordan, Clark Menard, Kelly Poole; Superintendent Dr. Brian V. Hightower; and Board Attorney Abby Roach.

School Board Chair Kyla Cromer explained the purpose of the public hearing and stated that the public could also sign up to speak when the agenda item is considered at the Board's meeting at 7:00 p.m. on Thursday, June 16, 2022. The Superintendent shared information relative to the proposed millage rate including a 1.5 mill reduction from last year. Dr. Hightower highlighted the School Board's priority to reduce debt will be accomplished by moving additional mills to debt services reducing construction debt. He also noted that the potential for market corrections needed to be considered when committee members developed the FY2023 tentative budget. The School Board Chair reminded the audience that a combined 5.65 mills are used for the required local effort payment to the State to participate in the QBE formula and the administrative cost paid to the county to collect taxes.

One member of the public was present to address the Board regarding the budget.

The public hearing was adjourned at 6:46 p.m.

_____ _____

School Board Chair Secretary

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Thursday, June 16, 2022

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, June 16, 2022 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 Robert Rechsteiner; Members Mike Chapman, Patsy Jordan, Clark Menard and Kelly Poole; Superintendent Dr. Brian V. Hightower; and Attorney Abby Roach. School Board Member John Harmon was not in attendance.

Call to Order

The call to order by Kyla Cromer was followed by a moment of silence for the Uvalde, Texas community. The Pledge of Allegiance to the Flag of the United States of America was led by Cherokee High School Student Makenzie Bird.

The meeting's inspiration was shared by Kelly Poole.

Approval of Agenda

On a motion by Kelly Poole seconded by Mike Chapman and carried, the Board unanimously adopted the Superintendent's recommended agenda (6-0 vote).

Minutes for Approval

On a motion by Clark Menard seconded by Mike Chapman and carried, the Board approved the minutes from the May 19, 2022 School Board Meeting (6-0 vote).

Consent Agenda

Following the 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 Robert Rechsteiner and carried, to approve the Consent Agenda, for the remaining items - identified by asterisks *(6-0 vote)*.

A. RESOLUTIONS/RECOGNITIONS/PARTNERSHIPS

A-1. School Board Recognition of 2022 Young Georgia Authors Competition Winners

(Recognized)

A-2. School Board Recognition of CCSD Middle School Students Selected to All-State Chorus

(Recognized)

A-3. School Board Recognition of 2021-22 Elementary School County Academic Bowl Team Champions - Macedonia Elementary School

(Recognized)

A-4. School Board Recognition of Cherokee County School District's 2021-22 Georgia PTA Reflections State and National Winners

(Recognized)

A-5. School Board Recognition of Georgia High School Association State and Regional Champions

(Recognized)

A-6. School Board Recognition of Etowah High School Student Ella Daugherty -- Recipient of 2022 East West Bank Scholarship

(Recognized)

A-7. School Board Recognition of 2022 ABM Industry Group, LLC Scholarship Recipients

(Recognized)

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

School Board Member Comments:

- Recognized CCSD staff, students, and community partner FBCW for their part in celebrating the graduating class of 2022.
- Addressed the need for continued work in supporting students and staff's emotional health.

C. SCHOOL BOARD POLICIES

C-1. School Board Consideration of Superintendent's Recommendation for Approval of Substantive Modifications to School Board Policies (7) - - on First Reading

One member of the public addressed the School Board relative to Agenda Item C-1.

Motion was made by Clark Menard, seconded by Mike Chapman, and carried for approval of Substantive Modification to School Board Policies (7) – on First Reading (6-0 Vote).

(Approved)

C-2. School Board Consideration of Superintendent's Recommendation for Approval of Technical Modifications to School Board Policies (5) - - on First Reading

Two members of the public addressed the School Board relative to Agenda Item C-2.

Motion was made by Patsy Jordan, seconded by Kelly Poole, and carried for approval of Technical Modifications to School Board Policies (5) – on First Reading (6-0 Vote).

(Approved)

D. FINANCIAL MANAGEMENT

*D-1. School Board Consideration of Superintendent's Recommendation for Approval of May 2022 Financial Report and Sales Tax Update

(Approved)

E. CURRICULUM AND INSTRUCTION

*E-1. School Board Consideration of Superintendent's Recommendation for Approval of Local Plan for Improvement of Career, Technical and Agricultural Education/One-Year Funding Application for 2023

(Approved)

***E-2. School Board Consideration of Superintendent's Recommendation for Approval of Out of State Travel**

(Approved)

***E-3. School Board Consideration of Superintendent's Recommendation for Approval of Out of State and Overnight Field Trips**

(Approved)

E-4. School Board Consideration of Superintendent's Recommendation for Approval to Uphold the Media Advisory Committee's Recommendation for the Challenged book, Crank (2004)

Motion was made by Clark Menard, seconded by Robert Rechsteiner, and carried for Approval to Uphold the Media Advisory Committee's Recommendation for the Challenged book, *Crank* (2004).

(Approved)

F. SUPPORT SERVICES

***F-1. School Board Consideration of Superintendent's Recommendation for Approval of Request for Permanent Easement Emergency Access Only**

(Approved)

***F-2. School Board Consideration of Superintendent's Recommendation for Approval of the Special Lease Agreements**

(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

I. SUPERINTENDENT OF SCHOOLS

I-1. School Board Consideration of Superintendent's Recommendation for Approval of the FY2023 Tentative Budget and Ad Valorem Tax Millage Rate

At the request of the School Board Chair, the Superintendent outlined details from the FY2023 budget.

The Superintendent announced that the budget included the following: a 1.5 mill reduction in the property tax rate, salary increases (to retain highly qualified staff), longevity steps for all eligible employees, and additional funding allocated to Safety and Security. He also announced that in a multi-phase plan, police presence would be increased at the Elementary School level as early as August 2022. American Rescue Plan (ARP) and Ed-SPLOST funds will be utilized to enhance safety and security.

Motion was made by Kyla Cromer, seconded by Mike Chapman, and carried for approval of the FY2023 Tentative Budget and Ad Valorem Tax Millage Rate (6-0 Vote)

(Approved)

*I-2. School Board Consideration of Superintendent's Recommendation for Approval of Proposed Modification to the Superintendent's Organizational Chart for SY2022-23

(Approved)

Superintendent Comments:

- Recognized the following Assistant Principal appointments for SY2022-23 Jessica Bunce, Woodstock ES; John Hughes, Woodstock HS; Clatrina Lane and Meredith Rocker, Clark Creek ES; and Justin West, Sequoyah HS.

PUBLIC PARTICIPATION

No members of the public signed up to address the School Board.

ADJOURNMENT

On a motion made by Kelly Poole, seconded by Robert Rechsteiner and carried to adjourn to Executive Session to discuss a Student Discipline matter (O.C.G.A. Section 20-2-757) at 8:32 p.m. (6-0 vote).

The Board returned to Open Session at 8:42 p.m.

Motion was made by Kelly Poole, seconded by Mike Chapman and carried to Uphold the Findings and Disposition of the Discipline Tribunal panel for Tribunal #21-124156, (6-0 vote).

The School Board adjourned at 8:43 p.m.

_____ _____

School Board Chair Secretary

CHEROKEE COUNTY BOARD OF EDUCATION

AFFIDAVIT

The undersigned members of the Cherokee County Board of Education, under oath, certify that an Executive Session of the Board of Education was duly called and approved by majority vote in open session in accordance with O.C.G.A. §50-14-4 on June 16, 2022. The only matter(s) considered or discussed during the closed executive session of its meeting is/are as checked below:

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

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

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

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

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

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

This 16TH day of June, 2022.

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

Notary Public
My Commission Expires: 6.08.2026

SHERYL PUCCIO NOTARY PUBLIC CHEROKEE COUNTY, GEORGIA MY COMMISSION EXPIRES JUNE 08, 2026

Kyla Cromer

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	A-1

Title

Recognition of CCSD High School Students Selected for All-State Chorus

Requested Action

School Board Recognition of CCSD High School Students Selected for All-State Chorus

Summary Explanation and Background

Cherokee County School District high school students have won seats in the prestigious Georgia Music Educators Association All-State Chorus.

Students audition for these selective performance opportunities. This year's All-State Chorus Events were held on March 3-5, 2022 at the Classic Center in Athens, Georgia.

Priority Area

Student Achievement: Access and Opportunity

Financial Impact

N/A

Exhibits: (List)

List of All-State Honorees

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Barbara Jacoby	770.479.1871

ALL-STATE HONOREES

ALL-STATE CHORUS

Cherokee High School
Director: Brad Ellis
Sarah Bell
Thaddaeus Brake
Adriana Collins
Taylor Foreman
Samantha Geer
Alley Jones
Sarah Liebert
Mollie Murchison
Douglas Mwangi
Jordan Strong
Matthew Thomas

Creekview High School
Director: Scott Martin
Evelyn Andrews
Maxwell Evangelista
Phoebe Feibus
Jackson Hefner
Samantha Khanimov
Arthur King
Joy McCarthy
Logan Nalley
Caitlien Nguyen
Trey Stannard
Connor Vitak
Kira Walker

Etowah High School
Director: William Hall
Bryanna Cali
Sam Carter
Madison Dodd
Levi Helms
Sean Helms
Anthony Kahn
Hayes Thomas
Brady Winters

River Ridge High School
Director: Dr. Allison Baccala
Brody Allen
Aidan Bailey
Celeste Cajigal

Sequoyah High School
Director: Josh Markham
Max Aaron
Leah Brown
Sofia Castillo
Claire Clemons
Suzanne Cook
Tyler Cook
Samarah Destin
Cameron Diamond
Teagan Durham
Paige George
Alex Gilliam
Lizzie Hatch
Emma Jira
Kyle Kennedy
Wesley Lanter
Matthew Lorenz
Madeleine Markham
Dakota Youngblood

ALL-STATE READING CHORUS

Creekview High School
Director: Scott Martin
Maxwell Evangelista
Phoebe Feibus
Joy McCarthy

Sequoyah High School
Director: Josh Markham
Ashlyn Bolduc
Suzanne Cook
Joey Dagostino

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	A-2

Title

Recognition of 2021-22 Regional and State Elementary Science Olympiad Winners

Requested Action

School Board Recognition of 2021-22 Regional and State Elementary Science Olympiad Winners

Summary Explanation and Background

The Cherokee County School District held its annual Regional Elementary Science Olympiad competition on Saturday, March 19, 2022 at River Ridge High School. Approximately 420 students from 26 teams participated in 18 events such as: Barge Building, Crime Busters, Water Rockets and The 24 Game. Hickory Flat Elementary School took first place in the Regional competition and qualified to compete at the State Elementary Science Olympiad held on May 7, 2022 at Kennesaw State University.

Kaden Patel and Noah Larkin from Little River Elementary School placed 1st at the State competition in the Barge Building event. Mason Trombley and Lily Juneghani from Hickory Flat Elementary School placed 3rd at the State competition in the Barge Building event.

The Regional Elementary Science Olympiad competition also included the first CCSD Speed Building Competition where over 100 additional teachers and students competed to build a model of the NASA Apollo Saturn V rocket. Sixes Elementary School took first place in the competition.

Cobb Electric Membership Corporation and Gas South sponsored the regional event.

Priority Area

Student Achievement: Access and Opportunity

Financial Impact

N/A

Exhibits: (List)

List of Elementary Science Olympiad Teams

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Dr. Nicole H. Holmes	770.479.1871
Barbara Jacoby	770.479.1871

2021-22 Cherokee County School District Elementary Science Olympiad Winners

Hickory Flat Elementary School
Coach: Sarah Medley
Team Members
Devin Ayral
Brieley Darling
Joseph DeFiore
Coy Delaney
Matthew Gula
Lily Juneghani
Hannah Lancaster
Alaina Lax
Jacob Lenyszyn
William Medley
Emerson Moreno
Elaina Morris
Aiden Ostrom
Stella Reissig
Madison Ruotolo
Grayson Swenson
Mishka Thaver
Mason Trombley
Chloe Ward
Andrew Williams

2021-22 Cherokee County School District Speed Building Competition Winners

Sixes Elementary School
Coach: Nicole Bayler
Team Members
Cameron Andretta
Victor Caputo
Graham Devaney
Ruby Flynn

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	A-3

Title

Recognition of CCSD's Office of Communications - - Winner of Seven National School Public Relations Association Awards for Excellence in Communications and Public Relations

Requested Action

School Board Recognition of CCSD's Office of Communications - - Winner of Seven National School Public Relations Association Awards for Excellence in Communications and Public Relations

Summary Explanation and Background

The Cherokee County School District has earned seven national awards for excellence in communications and public relations!

The National School Public Relations Association annually honors the best publications and electronic media produced by school districts nationwide as part of their communications efforts.

The school district earned Merit Awards for: Class Act, the annual magazine published at the start of the school year; the annual report, “CCSD Evidence of Success - 10 Amazing Things We've Done in 2021”; the monthly CCSD Connections parent newsletter; and District Delegate, the monthly newsletter for CCSD employees.

The school district won Honorable Mention awards for: Financial Facts, the annual report of budget highlights; First Day Facts, the annual report of back-to-school highlights; and for its annual Teacher of the Year school winner profiles.

The Office of Communications is made up of Chief Communications Officer Barbara P. Jacoby, Director Carrie McGowan, Coordinator Penny Dempsey and Administrative Assistant Anne Reed.

Priority Area

Family, Partner and Community Engagement; 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
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

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	C-1

Title

Substantive Modifications to School Board Policies (7) - - on Final Reading

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Substantive Modifications to School Board Policies (7) - - on Final Reading

Summary Explanation and Background

As part of this year's Policy review process, an annual staff and legal review of School Board Policies was conducted to ensure continued alignment with State and Federal Laws/regulations. The attached substantive modifications to seven School Board Policies are recommended by the Superintendent for School Board approval on final reading.

Policies include:

- Public Participation in Board Meetings (BCBI)
- Possession and Use of Weapons (GAMB)
- Health Education (IDB)
- School Admissions (JBC)
- Absences and Excuses (JBD)
- Students Records (JR)
- Parents Organizations (LEB)

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

Policies (7)

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Mike McGowan	770.479.1871
Tom Roach	770.479.1406

The Cherokee County Board of Education welcomes visitors at its meetings in order to hear any interested citizen of the School District pursuant to the guidelines outlined in this policy.

Public Participation Session

As a part of the regularly-scheduled monthly School Board meeting an Open Session not to exceed 30 minutes (which may be extended by majority vote of the School Board) will be conducted to hear from any interested citizen and/or student or employee of the School District.

Procedures for Speaking Before the School Board during the Public Participation Session

Individuals desiring to appear before the School Board must first complete a sign-in questionnaire which will be available ~~at the beginning of~~ prior to the meeting. The questionnaire is intended to record the speaker's name, address, email address, phone number and other information to allow the School District to follow up with the speaker, if necessary. The Superintendent of School's designee will provide the questionnaire to prospective speakers and be available to answer questions regarding procedures. Any materials the speaker desires the School Board to receive related to his/her remarks will be given to the Superintendent's designee at this time for distribution to the School Board.

Speakers will be called to speak randomly by the Chair and receive three minutes to speak before the School Board. The total time allocated for the Public Participation Session will not exceed 30 minutes. The Chair may equally vary the individual speaker's allocated time in order to as allow as many speakers as possible during the 30-minute session. Speakers may not gain an additional opportunity to speak by reserving or dividing their allotted time for another speaking occasion and may not pass their allotted time to other speakers. The Chair will ask the Superintendent to designate an official timekeeper.

Speakers should conduct themselves professionally. The School Board will not allow comments determined to be disruptive. Comments from the floor will not be recognized. Any persons creating a disruption may be asked to leave the meeting. Public comments that are obscene, profane or vulgar will not be allowed. Speakers determined to be disruptive by the Board Chair may be removed from the meeting after one warning.

If appropriate, the Superintendent will have a response communicated to the speaker.

Agenda Item Participation

Citizens and/or employees may sign up to address the School Board regarding any pending agenda item. ~~As the School Board develops its consent agenda, the Chair will ask if any member of the audience wishes to address any pending agenda item. In order to be recognized, the audience member must provide their name, address, email address and phone number.~~ When the agenda item is reached, the Chair will first entertain a motion followed by a second regarding the agenda item. The Chair will then solicit question and comments by members of the School Board. Unless the motion and second made are to table the agenda item, the Chair will then recognize the audience member to address the School Board for no more than three

minutes. The Chair may limit the allocated time depending upon the number of audience members wishing to participate. In no event will Agenda Item Participation exceed 30 minutes.

Prohibited Discussion Topics

Public Participation and Agenda Item Participation Speakers may not address the following topics which are excluded by the Open Meetings Act (O.C.G.A. §§ 50-14-1 et seq.) or cause disruption. This includes, but may not be limited to, certain land, legal, student disciplinary or personnel items.

1. Real property acquisitions
2. Attorney/Client Privilege
3. Personnel or employees: because of the potential to disrupt a public meeting, speakers may not make unsubstantiated claims regarding a specific or identifiable employee or official.
4. Specific students: (See, for example, Family and Educational Rights Privacy Act, 20 U.S.C. § 1232g).

In addition, the following rules will be followed when appearing before the School Board.

1. The speaker will state his/her name and address (address only if response requested).
2. All remarks will be made to the School Board as a body and not to an individual School Board member.
3. ~~No person will be allowed to make obscene, derogatory, or slanderous remarks while addressing the School Board. Any School Board member may stop comments.~~ The Board Chair or a majority of the School Board present may terminate public comments that are obscene, profane or vulgar.
4. No person will be allowed to disrupt or interfere with procedures.
5. Remarks will end when the speaker's allotted time has expired.
6. Questions from School Board members or the Superintendent may be asked for clarification; however, no person from the floor will be permitted to enter into any discussion either directly or through any member of the School Board.

Any person who willfully violates these guidelines may forfeit the remainder of his/her speaking time.

ADOPTED: August 2, 2001
REVISED: ~~July 16, 2020~~ June/July 2022

Cherokee County Board of Education

In keeping with Cherokee County Board of Education's Major System Priority of providing a safe and secure environment for teaching and learning, and except as permitted by the Official Code of Georgia, *O.C.G.A. §16-11-127.1,* it is unlawful for any person to possess, carry or have within their control while within a school safety zone, at a school function, or on a school bus or other transportation furnished by a school any weapon or explosive compound.

Although, the Official Code of Georgia, O.C.G.A. §16-11-135 provides that employees of the School District who possess a valid Georgia weapons carry permit or are otherwise authorized by Georgia law to possess a firearm may park privately owned motor vehicles on the employer's premises with a firearm, ammunition, or both contained therein so long as the firearm is locked out of sight within the trunk, glove box, or other enclosed compartment or area within the privately owned motor vehicle. The School District strongly discourages such practice.

I. Definitions

Firearm: Any handgun, rifle, shotgun, or other weapon which will, or can be converted to expel a projectile by the action of an explosive or electrical charge.

School function: A school function or related activity that occurs outside of a school safety zone. (e.g. school prom, field trip, organized sporting activity, school board meeting).

School Safety Zone: Any real property or building owned by or leased to any public or private elementary school, secondary school, or local board of education and used for elementary or secondary education.

Weapon as defined by *O.C.G.A. §16-11-127.1 (4)* means and includes: " . . . any pistol, revolver, or any weapon designed or intended to propel a missile of any kind, or any dirk, bowie knife, switchblade knife, ballistic knife, any other knife having a blade of two or more inches, straight-edge razor, razor blade, spring stick, metal knucks, blackjack, any bat, club, or other bludgeon-type weapon, or any flailing instrument consisting of two or more rigid parts connected in such a manner as to allow them to swing freely, which may be known as a nun chahka, nun chuck, nunchaku, shuriken, or fighting chain, or any disc, of whatever configuration, having at least two points or pointed blades which is designed to be thrown or propelled and which may be known as a throwing star or oriental dart, or any weapon of like kind, and any stun gun or taser as defined in subsection (a) of Code Section §16-11-106." [Dangerous Weapon is defined in O.C.G.A. §16-11-121.]

Since all Cherokee County School Board buildings are utilized for elementary and secondary education or host School Functions this definition, along with a notice prohibiting weapons will be posted by appropriate signage near the main entry way of each school and school district facility.

II. Authorization & Restrictions

Notwithstanding the exemptions prescribed within *O.C.G.A. §16-11-127.1(c) and §16-11-130(c)(2),* the Board enacts the following for purposes of this policy:

A. School District Employees

School District Police Department employees who are trained and certified by the Georgia Peace Officer Standards and Training Council (GPOSTC) are exempt from the restrictions hereof while acting in their official capacity in the performance of their official duties.

School District employees who because of business necessity are, or may be, required to carry or use knives, box cutters, razor blades, or other similar tools or implements, are exempt from the restrictions hereof so long as these implements are used in accordance with daily business practices.

The Cherokee County School District Chief of Police has been designated by the Superintendent of Schools to authorize an employee, parent, legal guardian or any other person to possess and utilize a firearm, weapon or other similar device within a school safety zone for classroom display or other similar purposes. No other District employee may authorize such use. This does not apply to a student enrolled within the School District.

School District employees are required to inform the principal/workplace supervisor or designee and obtain written permission from the School District Chief of Police for the intended educational possession of any weapon, firearm or other similar device for classroom work thirty days prior to such use and must specify the weapon, or weapons to be authorized and the time period during which the authorization is valid. Teachers are not permitted to authorize, allow or permit a student or any other person to possess or use any firearm or weapon as defined in Section I of this policy for classroom or other similar purpose.

The School District has previously authorized "sworn" Cherokee County School District Police Officers to possess and carry weapons within the School Safety Zone. No other School District employees are permitted to carry weapons within the School Safety Zone other than provided herein above without the express written permission of the Cherokee County School District Chief of Police.

Except for weapons maintained within Cherokee County School Police vehicles, firearms are not permitted in any vehicle leased or owned by the School District.

B. Parents, Legal Guardians, Visitors

As a result of the eminent danger posed by the unintentional discharge of weapons and/or the potential theft of unsupervised weapons, visitors to any Cherokee County

School District facility are encouraged not to bring weapons onto school district property even if permitted by law.

Firearms may **not** be carried by any parent, legal guardian or visitor outside of the vehicle even though such individuals may hold a valid weapons carry license or other permit to carry a firearm issued by the State of Georgia, ~~or~~ any other appropriate licensing body, or are otherwise authorized by Georgia law to possess a firearm. This prohibition does not apply to law enforcement officers or other public safety officials of any federal, state or local agency or other individuals permitted to carry weapons by O.C.G.A. §16-11-127.1 so long as they are in the performance of their official duties or individuals possessing proper documentation or credentials as described in O.C.G.A. § 16-11-130(c)(2).

Those persons who believe they meet the requirements set forth in O.C.G.A. § 16-11-130(c)(2) ~~must~~ may provide adequate documentation upon the request of a school official showing they meet and are qualified to possess a firearm pursuant to the code section.

Pursuant to state law, firearms and weapons are to be stored in a locked compartment, a locked container, or a locked firearms rack in any privately owned vehicle of any parent, legal guardian, or visitor while parked (unattended) at any school district facility so long as they have a valid weapons carry license or ~~other permit~~ are otherwise authorized by Georgia law to possess a firearm. As a result of the associated danger, as well as the potential for theft, individuals permitted to carry weapons are strongly encouraged to secure weapons in a locked compartment out of sight or to not bring firearms or weapons into the school safety zone.

Except as otherwise permitted, firearms, weapons or explosive compounds ARE NOT permitted inside any building or facility owned or leased to/by the School District.

C. Contract Services

Contract Service providers (including, but not limited to, construction companies, paving companies, telecommunication providers, and others who are performing and/or working on any School District property) are exempt under the following conditions:

(1) Tools and/or other implements are used by the contract service provider or their employees because of business necessity to complete the scope of work and when not in use, said tools and/or implements will be properly secured or removed from the work site location.

(2) The Office of Support Services must be notified a minimum of five (5) days prior to the use of any explosive compound used by the contract service provider or their employees on, or at any existing School District property or facility where students and staff may be present.

III. Searches

Searches are subject to Fourth Amendment protections in the United States Constitution; however, nothing in this policy shall preclude the right of school officials and/or law enforcement officers to search a privately owned or school district vehicle, when necessary, to prevent an immediate threat to human health, life, or safety, or when there is sufficient cause to believe the vehicle contains contraband.

Persons found in violation of this policy may be subject to applicable criminal penalties; School District employees may also be subject to further disciplinary action.

ADOPTED: **August 21, 2008**
REVISED: ~~**July 20, 2017**~~ **June/July 2022**

Cherokee County Board of Education

The Cherokee County Board of Education recognizes health as a distinct discipline essential to the developmental needs of students at every educational level in their primary years through their secondary school experiences.

Health education is an integral part of each student's total school experience and will be developed in compliance with state standards.

I. CURRICULUM REQUIREMENTS:

1. The School District will develop and implement an accurate, comprehensive health program that includes information and concepts in the following areas:

   a. ~~Alcohol and other drug use;~~ Alcohol, tobacco, vapes, vapor products and other drug use;
   b. Disease prevention;
   d. Nutrition;
   e. Personal health;
   f. Sex education/AIDS education;
   g. Sexual assault and abuse awareness and prevention;
   h. Human Trafficking Awareness
   ~~h.~~ i. Safety;
   ~~i.~~ j. Mental health; and,
   ~~j.~~ k. Growth and development.

2. Cardiopulmonary Resuscitation (CPR):

   In accordance with State Board of Education rule, instruction in CPR and the use of an automated external defibrillator (AED) will be provided as a requirement in the health education program at each high school.

II. INSTRUCTIONAL MATERIAL REVIEW AND PARENTAL PERMISSION:

Sex education and AIDS education ~~will~~ is required to be a part of a comprehensive health program. In order to make an informed decision, ~~P~~prior to the parent or legal guardian making a choice to allow his/her child to take these specified units of instruction, ~~he/she~~ the parent or legal guardian will have the opportunity to review all instructional materials to be used, print and non-print.

The Superintendent will establish administrative guidelines necessary to provide for implementation of this Policy.

ADOPTED: ~~**July 16, 2020**~~ **June/July, 2022**

Cherokee County Board of Education

STUDENT ENROLLMENT AND WITHDRAWAL

The Cherokee County Board of Education is committed to providing equal educational opportunities to all students within its jurisdiction. In accordance with Georgia law, requirements for parental/legal guardianship, Powers of Attorney, students' ages, admissions information and enrollment are outlined in this Policy.

I. DEFINITIONS

Active Duty: the full-time duty status in the active uniformed services of the United States, including members of the National Guard and Reserve on active duty orders pursuant to 10 U.S.C. Sections 1209 and 1211.

Attend: a student's physical or virtual presence in the educational programs for which he or she is enrolled.

Case Management Consultation (CMC): a consultation by a school social worker or case manager in which a process is used to discover whether any transition problems exist and whether any services are necessary for a child placed by the Department of Human Services (DHS) or Department of Juvenile Justice (DJJ).

Child Agent: a Nonrelative Attorney in Fact~~, Kinship Caregiver~~ or Grandparent (given a Power of Attorney for a grandchild prior to August 30, 2018 who meet the requirements of the now repealed "Power of Attorney for the Care of a Minor Child Act.") who are given an educational Power of Attorney by a parent that meets the requirements of the "Supporting and Strengthening Families Act", O.C.G.A. § 19-9-120, *et seq.*

Child of Military Families: a child enrolled in kindergarten through grade 12, in the household of an active duty military member.

Department of Behavioral Health and Developmental Disabilities (DBHDD): an agency which provides specified services for children who have been admitted or placed according to an individualized treatment or service plan directed by DBHDD.

Department of Human Services (DHS): an agency which provides specified services and placement for children who have been remanded to the physical or legal custody of DHS either temporarily or permanently by a court or by voluntary agreement, or who have been admitted or placed according to an individualized treatment or service plan of DHS.

Department of Juvenile Justice (DJJ): the agency which provides supervision, detention and a wide range of treatment and educational services for youths referred to DJJ by the Juvenile Courts and provides assistance or delinquency prevention services for at-risk youths through collaborative efforts with other public, private and community entities.

Education For Homeless Children And Youths: Subtitle B of Title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq*.) requires each state to ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youth.

Emancipated Minor: a child or youth under the age of 18 who is no longer under the control or authority of his or her parents or guardians by operation of law or pursuant to a petition filed by the minor with the Juvenile Court and granted by a judge in Juvenile Court after the judge determines emancipation is in the best interest of the minor as provided in O.C.G.A. § 15-11-725.

Enroll: the registration of a student with the School District to attend school by a parent, guardian, or other person residing within this state having control or charge of any child, or the student (in the case of an emancipated minor), by providing the School District with appropriate documentation. Once enrolled, the student will be eligible to attend the assigned school.

Fictive Kin: an individual who is known to a child as a relative but is not in fact related by blood or marriage to such child and with whom such child has resided or had significant contact.

Grandparent: the parent and/or step-parent of a child's father or mother. This definition remains the same upon the death and/or the termination of parental rights of the birth parent.

Home Study: a program that allows parents or guardians to teach their children at home as provided in O.C.G.A. § 20-2-690 (c).

Homeless Child or Youth: children or youth who lack a fixed, regular, and adequate nighttime residence, including the following:

1. Sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
2. Living in motels, hotels, trailer parks or camping grounds due to lack of alternative adequate accommodations;
3. Living in emergency or transitional shelters; or
4. Abandoned in hospitals.
5. The following children are also included in the definition; however, this list is not exhaustive: children who have a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; children who are living in cars, parks, public spaces, abandoned building, substandard housing, bus or train stations or similar settings; and migratory children who qualify as homeless because they are living in circumstances described above. (McKinney Vento Homeless Act 42 U.S.C. § 11431 *et seq.*).

Individualized Education Program (IEP): a written plan for each student with a disability that is developed, reviewed and revised in accordance with Individuals with Disabilities Education Act, 20 U.S.C. § 1414(d).

Individuals with Disabilities Education Act (IDEA): the federal law, codified at 20 U.S.C. § 1400, et seq., enacted to ensure that all students with disabilities have available to them a free appropriate public education that emphasizes special education and related services designed to meet their unique needs and prepare them for employment and independent living; to ensure that the rights of students with disabilities and their parents are protected; to assist states, localities, educational service agencies and federal agencies to provide for the education of students with disabilities; and to assess and ensure the effectiveness of efforts to educate students with disabilities.

~~**Kinship Caregiver:** grandparent, great-grandparent, step-parent, former step-parent, step-grandparent, aunt, uncle, great aunt, great uncle, cousin, or sibling of such child ("Relatives") who have assumed responsibility for raising a child in an informal, noncustodial, or guardianship capacity.~~

Legal Custodian: a person who has been awarded permanent custody of a child by Court Order.

"in loco parentis:" term meaning "to assume the duties and responsibilities of a parent without a formal legal process."

"Other Person:" an adult at least 18 years of age or an emancipated minor at least sixteen years of age residing within the boundaries of Cherokee County who is not the parent or guardian of a child or children but stands *in loco parentis.*

Nonrelative Attorney in Fact: an individual who is known to a child but is not in fact related by blood or marriage to such child and with whom such child has resided or had significant contact who has been approved as an agent by a child-placing agency, a nonprofit entity or faith-based organization for a period not to exceed one year, except as provided in O.C.G.A. § 19-9-132, by executing a Power of Attorney in substantial compliance with the Supporting and Strengthening Families Act, O.C.G.A. § 19-9-120, *et seq.*,.

Parent: the legal father or the legal mother of a child. For purposes hereof the term Parent does not include a biological father who has not legitimated the child in question.

Reasonable Efforts: actions that a reasonable individual would find sufficient to determine whether one conclusion is more likely than the other.

Residency: occupying a dwelling located within Cherokee County where the student lives with a parent, guardian or other person, unless the student is an emancipated minor or homeless.

Withdraw: the removal of a student from the official roll of a Georgia public school.

Withdrawal Code: an official code which signifies the reason a student has withdrawn from a Georgia public school as defined in the guidelines and timelines published by the GaDOE.

II. STUDENT ENROLLMENT

A. Eligibility Age

Other than students specifically exempted by rule or by law, the following individuals will be eligible for enrollment in the School District:

1. Students who have attained the age of five by September 1 to enroll in the appropriate general education programs unless they attain the age of 21 by September 1 or they have received a high school diploma or the equivalent. Students who have dropped out of school for one quarter or more are eligible to enroll in the appropriate general education programs unless they attain the age of 20 by September 1.

2. Students with IEPs developed under the IDEA may attend public school until their 22nd birthday or until they receive a regular high school diploma.

3. Students who have attained the age of three years but are not yet eligible for kindergarten and who meet criteria for one or more of the disability categories as defined in Chapter 160-4-7 of the Georgia Special Education Rules are considered eligible for pre-school special education programs and related services. These disability categories are autism, deaf/blind, emotional and behavioral disorder, hearing impairment, intellectual disability (mild, moderate, severe, or profound), orthopedic impairment, other health impairment, severe emotional and behavioral disorder, significant developmental delay, specific learning disability, speech-language impairment, traumatic brain injury and/or visual impairment.

4. Students who were legal residents of one or more other states or countries for a period of two years immediately prior to moving to Georgia and were legally enrolled in a public kindergarten or first grade accredited by a state or regional association or the equivalent thereof, are eligible for enrollment in the appropriate education program if the child attains the age of five for kindergarten or six for first grade by December 31 and the child is otherwise eligible for enrollment as prescribed in O.C.G.A. § 20-2-150.

B. Required Documentation

1. Other than students specifically exempted by rule or by law, before allowing a student to enroll the Superintendent or designee will accept evidence in the order set forth below that shows the individuals date of birth:

   Primary Document:

   A certified copy of a birth certificate, certified hospital issued birth record or birth certificate;

   Secondary Documents:

   A military ID; valid driver's license; passport; adoption record; religious record signed by an authorized religious official; official school transcript; or,

   If none of these primary or secondary documents can be produced, an affidavit of age sworn to by the parent, guardian, grandparent, Child Agent or other person accompanied by a certificate of age signed by a licensed practicing physician, which certificate states that the physician has examined the child and believes that the age as stated in the affidavit is substantially correct.

2. During the enrollment process, the School District will require documentation of compliance with:

   A. The provisions of O.C.G.A. § 20-2-771 concerning the immunization of students, which includes an exception for religious grounds; and,

   B. The provisions of O.C.G.A. § 20-2-770 concerning nutritional screening and eye, ear, and dental examinations of students.

3. Upon presentation of the required documentation or evidence, a copy of the document will be placed in the student's record and the original document presented will be returned to the individual registering the student.

4. The School District will ensure that the employee or other designated individual responsible for care of homeless students will assist the homeless student in acquiring the necessary records for enrollment. Proof of residence is not required.

5. The School District will require a Child Agent, or grandparent ~~or kinship caregiver~~ empowered to enroll the child to produce the same documentation a parent would produce to enroll the child.

6. The following provisions apply to a child or children of military families.

A. In the event that official education records for a child cannot be released to the parents or legal guardian for the purpose of transfer, the School District will accept a complete set of unofficial educational records for a child prepared by the sending school and furnished to the parent or legal guardian.

   i. Upon receipt of such unofficial education records, the School District will enroll and appropriately place the student based on the information provided in the unofficial records pending validation by the official records.

   ii. Simultaneously with the enrollment and conditional placement of the student, the School District will request the student's official education records from the sending school.

B. Students in the household of an active duty military member will be allowed to continue their enrollment at grade level in the local school system commensurate with their grade level, including kindergarten, from a local education agency in the sending school, regardless of age.

   i. A student who has satisfactorily completed the prerequisite grade level in the local education agency in the sending school will be eligible for enrollment in the next highest grade level in the receiving school, regardless of age.

   ii. The School District will initially honor placement of the student in educational programs based on current educational assessments conducted at the school in the sending school or participation or placement in similar programs based on current educational assessments conducted at the sending school or participation or placement in similar programs in the sending school. Such programs include, but are not limited to: gifted and talented programs, and English as a second language.

   iii. Nothing in this section will preclude the receiving school from performing subsequent evaluations to ensure appropriate placement of the student.

C. The School District will not charge local tuition to a transitioning military child placed in the care of a noncustodial parent or other person standing *in loco parentis* who lives in a jurisdiction other than that of the custodial parent.

7. Pursuant to O.C.G.A. § 20-2-150, before the final enrollment of a student to a publicly-funded Georgia school is complete, the individual registering the student will provide a copy of the enrolling student's Social Security number to the proper school authorities or will complete and sign a form stating the individual does not wish to provide the social security number. The School

District will ensure that student Social Security numbers are treated in the same confidential manner as all other records and in accordance with the Family Educational Rights and Privacy Act (FERPA).

8. A student will be identified in the local Student Information System (SIS) and in the Georgia Department of Education official data collection and reporting systems by the student's legal name as it appears on the documentation submitted for age verification or in a court order changing the student's name.

C. Residency Requirements

1. Except as may be provided herein to the contrary, in order to enroll in the School District, students must reside in Cherokee County with their parent(s), or guardian(s) or Child Agent. Students and their parent(s)/guardian(s)/Child Agent must remain residents of Cherokee County for the entire period of enrollment in the School District. For enrollment purposes, a resident is defined as an individual who is a full-time occupant of a residential dwelling located within the Cherokee County who, on any given school day, is likely to be at their stated address when not at work or school. A person who owns property in the county, but does not reside in the county, is not considered a resident for these purposes.

2. Pursuant to O.C.G.A § 20-2-293(d) a full-time School District employee who is the parent/guardian/Child Agent of a child otherwise eligible to enroll in school is not required to meet the residency requirements of this policy and will be allowed to enroll his/her student in the School District regardless of residence.

3. Except as may be otherwise provided herein the parent, guardian or Child Agent will provide the following proof of residency at the time of enrollment:

   A. For property owners, a current residential property tax statement (if there is no tax bill, then the purchase/closing information for the residence can be used). The record must include the name of the parent/guardian/Child Agent.

   B. For renters, a lease or rental agreement; and (2) a School District-designated affidavit signed by the property owner which will allow for appropriate verification of residency.

   C. For those individuals sharing a residence with others: School District-designated Occupant Affidavit signed by the parent/guardian/Child Agent, as well as the permanent occupant of the residence. If the permanent occupants are renters, then the property owner's signature on the affidavit will also be required.

   D. A School District employee may visit the address given by any parent/guardian/Child Agent to verify residency. The property address given by the parent/guardian/Child Agent must be the actual location where the student and parent/guardian live full time.

D. Persons Authorized to Enroll Children

Under the provisions stated in O.C.G.A. § 20-2-690.1, a parent, legal guardian, or certain other person has the authority to enroll a student in the School District. Persons enrolling a student in the School District will be required to provide proper identification.

1. A person who is *in loco parentis* of a homeless child, as defined in the McKinney-Vento Homeless Act 42 U.S.C. § 11431 *et seq.*, will be allowed to enroll the child immediately with full participation in all school activities whether or not appropriate documentation can be provided at the time of enrollment.

   Upon determining that a student is homeless, as defined by the McKinney-Vento Homeless Assistance Act, the child must be allowed to either remain in the attendance area in which he or she was enrolled prior to becoming homeless or enroll in the attendance area where he or she is now located.

2. DHS or DJJ representatives: the School District will immediately enroll a student in the physical or legal custody of DHS or DJJ or a student placed by the DHS, DBHDD or DJJ in a residential facility located within the School District's jurisdiction, pursuant to O.C.G.A. § 20-2-133(b).

   Upon notification by DJJ that a student will be enrolling in the School District, the School District will enroll the student in his or her home school, as opposed to an alternative educational setting unless the case management consultation team concludes that the best placement for the child would be the alternative setting. Any placement made pursuant to an IEP team will take precedence.

3. ~~Kinship Caregiver~~ The Child Agent or Nonrelative Attorney in Fact: pursuant to the Supporting and Strengthening Families Act (the "Act"), O.C.G.A. § 19-9-120, *et seq.*, a parent of a child may delegate caregiving authority regarding such child to an individual who is an adult, who resides in Georgia, and who is the grandparent, great-grandparent, step-parent, former step-parent, step-grandparent, aunt, uncle, great aunt, great uncle, cousin, or sibling of such child (~~"Kinship Caregiver"~~ "Child Agent") or is a nonrelative who is approved as a Nonrelative Attorney in Fact by a child-placing agency or a nonprofit entity or faith-based organization for a period not to exceed one year, except as provided in O.C.G.A. § 19-9-132, by executing a Power of Attorney in substantial compliance with the Act.

   a. This Power of Attorney must be signed by both the parent and the individual accepting care of the child. Both signatures must be notarized as indicated on the Power of Attorney. In addition, a copy of the Power of Attorney must be filed by the parent, or his/her designee, with the Cherokee County Probate Court.

   b. In order to enroll a student in the School District, the ~~Kinship Caregiver~~ Child

Agent or Nonrelative Attorney in Fact (collectively "Child Agents") must provide the local school a copy of the Power of Attorney and proof the Power of Attorney has been filed with the Cherokee County Probate Court. In addition, the Agent must also provide all other documentation needed for student enrollment. Except as it relates to Grandparents given a Power of Attorney prior to August 30, 2018, the Power of Attorney must be renewed annually (at the beginning of each school year).

c. Upon transmitting to a school an executed Power of Attorney in compliance with O.C.G.A. § 19-9-120, the Child Agent named in the Power of Attorney will serve as the school's point of contact for the child regarding truancy, discipline and educational progress for as long as such affidavit will continue to be in effect.

d. The decision of a Child Agent to consent to or refuse educational services or medical services directly related to academic enrollment or any curricular or extracurricular activities for a child residing with the Child Agent will be superseded by any contravening decision of a parent or a person having legal custody of the child, provided that the decision of the parent or legal custodian does not jeopardize the life, health, safety or welfare of the child.

e. If a child ceases to reside with ~~an~~ a Child Agent for a period in excess of 30 days, such Child Agent will, no later than 30 days after such period, notify all parties to whom he or she has transmitted the Power of Attorney or to whom he or she has caused the Power of Attorney to be transmitted that the child(ren) is no longer in the Child Agent's care.

f. Any individual who knowingly provides false information in executing the Power of Attorney required by this article commits the offense of false swearing within the meaning of O.C.G.A. § 16-10-71 and will be subject to the penalties prescribed by such Code section.

g. In accordance with O.C.G.A. § 19-2-132, Grandparents with a Power of Attorney executed on or before August 30, 2018 may enroll their grandchild without court approval, in the school located in the attendance area in which the grandparent resides if the specific conditions set forth in the now repealed "Power of Attorney for the Care of a Minor Child Act," are met. If the grandparent's Power of Attorney was properly executed before August 30, 2018, it will have an unlimited duration.

E. Provisional Enrollment Conditions

1. Other than students specifically exempted by rule or by law, a student will be enrolled on a provisional basis and allowed to attend school for 30 calendar days while awaiting evidence of age, residence, or other local requirements. The provisional enrollment period may be extended for extenuating circumstances.

A. Unless the time is extended, if evidence is not provided within this period, the Superintendent or designee will mark the student withdrawn at the end of the 30th day.

B. The Superintendent or designee will notify the individual who registered the student at least 10 calendar days prior to the withdrawal of the student.

i. The individual who registered the student will be considered noncompliant and subject to all penalties as prescribed in O.C.G.A. § 20-2-690.1.

ii. The Superintendent will report violations of these provisions to the appropriate authorities for adjudication.

2. O.C.G.A. § 20-2-150 (c) concerning compulsory attendance of students prior to their seventh birthday does not apply to provisional enrollment.

3. Students pre-registering will not be eligible for provisional enrollment until the beginning of the attendance period of the school term for which the student is enrolling.

4. A student will not be denied enrollment if the student meets residency qualifications and otherwise would not be denied enrollment under O.C.G.A. § 20-2-751.1 and O.C.G.A. § 20-2-751.2 concerning student expulsion.

5. The provisions of O.C.G.A. § 20-2-670 regarding the transferal of discipline actions or felony convictions for students in grade seven and above will take precedence over any provisional enrollment.

F. Enrollment for Children of Military Families

1. A person who has been granted a special Power of Attorney, relative to the guardianship of a child of a military family and executed under applicable law, will be sufficient for the purposes of enrollment and all other actions requiring parental participation and consent.

   A transitioning military child, placed in the care of a noncustodial parent or other person standing in loco parentis whose residence is other than that of the custodial parent, may continue to attend the school in which he or she was enrolled while residing with the custodial parent.

2. A military student in this state will be allowed to attend any public school that is located within the school system in which the military base or off-base housing in which the student resides is located, provided space is available for additional enrollment. The parent will assume the responsibility for and cost of transportation of the student to and from the school.

3. The School District will establish a universal, streamlined process available to all students to implement these transfer requirements; and annually notify prior to each school year the parents, guardians or other person of each military student by letter, by electronic means, or by such other reasonable means in a timely manner of the options available as set forth in O.C.G.A. § 20-2-295.

G. Enrollment for Immigrant/Non-Visa Holder Students

The School District will accept students who are immigrants/non-visa-holders and who meet age and residency requirements and will not inquire about their legal status in accordance with U.S. Supreme Court Decision in Plyler v. Doe, 457 U.S. 202 (1982).

1. The School District is not responsible for making determinations regarding immigration and visa status. Rather, the U.S. Department of State (Office of Visa Services) and the Department of Homeland Security (U.S. Citizenship and Immigration Services) are responsible for making such determinations.

2. The School District may accept non-immigrant, foreign students on F-1 visas in accordance with the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (Section 625 of Public Law 104-208).

3. The School District may accept non-immigrant, foreign exchange students on J-1 visas in accordance with the Mutual Educational and Cultural Exchange Act of 1961 (Public Law 87-256) as amended, 22 U.S.C. 2451, et. seq. (1988).

4. The School District will accept non-immigrant foreign students on derivative visas where they are the qualifying child of a non-immigrant student or exchange visitor (i.e. F-2, M-2, J-2).

5. The School District will accept non-immigrant, foreign students on B-1/B-2 visas and are not responsible for ascertaining whether or not seeking enrollment in school will violate the terms of the visa.

III. STUDENT WITHDRAWAL

A student may be withdrawn by a parent, guardian, <u>or</u> Child Agent ~~or kinship caregiver~~.

1. When a parent, guardian, or Child Agent withdraws a student with documentation of proof of enrollment in another school, the student's withdrawal date will be recorded as the last day of student attendance.

   A. If a student is under suspension or expulsion, on the date of withdrawal, the new school of enrollment will be notified of the terms of the suspension or expulsion.

B. If a student is an unemancipated minor who is older than the age of mandatory attendance as required in O.C.G.A. § 20-2-690.1(a) and who has not completed all requirements for a high school diploma, wishes to withdraw from school, the student must have the written permission of his or her parent/legal guardian/Child Agent prior to withdrawing and a conference must be held with the Principal or designee pursuant to O.C.G.A. § 20-2-690.1(e).

2. When a parent, guardian, or Child Agent does not withdraw a student from a current school according to School District Policy, the School District will withdraw the student.

   A. With proof of enrollment in a different school, other LEA, private school, or home study program, the date of withdrawal for a student will be the last school day of student attendance.

   B. With no proof of enrollment in another school, other LEA, private school, or home study program, a student will be withdrawn from a school after 10 consecutive unexcused absences or when the School District is provided documentation validating the student no longer resides in the school's attendance zone.

      i. The student withdrawal date will be the last day of attendance or the day the School District obtains documentation validating the student no longer resides in the school's attendance zone.

      ii. In the absence of the documented proof, the withdrawal code will indicate that the student was removed for lack of attendance.

      iii. The Superintendent or designee will notify the parent, guardian, or Child Agent if the School District plans to withdraw such student. Such notification will be by certified mail, return receipt requested.

3. A student who is not in attendance on the first day of school but expected based on prior year enrollment, will be withdrawn as a "no-show" student and will not be included in any enrollment or attendance counts.

   A. Students not in attendance on the first day of school but expected based on prior year enrollment will not accrue absences until the student is physically present and attending.

   B. Students withdrawn as a "no-show" will be recorded in the school's official records as unknown, unless the School District has proof that the student has enrolled in a different school, other LEA, private school, or home study program.

4. A student will be withdrawn from a school on the day the school receives documentation validating the student no longer resides in the school's attendance zone unless one of the following exceptions occur:

   A. School District Policy allows student to remain enrolled to complete the current school year.

   B. Student is allowed to remain enrolled based on O.C.G.A. § 20-2-293 (when a parent/legal guardian/Child Agent is a full-time employee of the School District) or O.C.G.A. §20-2-294 (the student has been granted a reassignment).

5. A student will not be withdrawn due to excused absences defined in SBOE Rule 160-5-1-.10 and O.C.G.A. § 20-2-690.1(c).

6. A student will not be withdrawn while receiving Hospital/Homebound services.

7. Pursuant to the provisions in 34 Code of Federal Regulations (C.F.R.) Part 200, a school will only use a withdrawal code which denotes that a student transferred if the School District has proof that the student enrolled in another school, other LEA, private school or home study program.

   A. Documentation must be in writing so that the transfer can be verified through audits or monitoring and maintained in the permanent student record.

   B. It is the responsibility of the Principal to ensure that all student withdrawal information is complete and accurate.

8. The following are acceptable forms of documentation when using withdrawal codes that are associated with students who transferred:

   A. For students transferring to a school within the School District or another Georgia LEA, proof will include the request for records from the receiving school, evidence of a transfer that is recorded in the State's student data collection system, or a letter from an official in the receiving school acknowledging the student's enrollment.

   B. For students transferring out of state or to a private school, proof will include the request for records from the receiving school, or a letter from an official in the receiving school acknowledging the student's enrollment.

   C. For students transferring to a home study program, proof will include a document signed by the parent indicating an intention to homeschool the child.

D. For students transferring to another country, a school or School District must have written confirmation that a student has emigrated to another country (34 C.F.R.§200.19(b)(1)(ii)(B)) but need not obtain official written documentation. If a parent informs a school administrator that the family is leaving the country, the school administrator may document this conversation in writing and include it in the student's file.

Authority
McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 *et seq*.), 10 U.S.C. Sections 1209 and 1211, O.C.G.A. § 15-11-725, O.C.G.A. § 19-9-132, O.C.G.A. § 19-9-120, *et seq.*, O.C.G.A. § 20-2-690 (c), 20 U.S.C. § 1400, et seq., O.C.G.A. § 20-2-150, *Plyler v. Doe,* 457 U.S. 202 (1982), Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (Section 625 of Public Law 104-208), Mutual Educational and Cultural Exchange Act of 1961 (Public Law 87-256) as amended, 22 U.S.C. 2451, *et seq.,* O.C.G.A. § 20-2-133(b), O.C.G.A. § 16-10-71, O.C.G.A. § 20-2-295, O.C.G.A. § 20-2-690.1, O.C.G.A. § 20-2-150, O.C.G.A. § 20-2-751.1, O.C.G.A. § 20-2-751.2, O.C.G.A. § 20-2-670, O.C.G.A. § 20-2-771, O.C.G.A. § 20-2-770, Family Educational Rights and Privacy Act (FERPA), State Board of Education ("SBOE") Rule 160-5-1-.07, O.C.G.A. § 20-2-293 , O.C.G.A. §20-2-294. 34 C.F.R.§200.19

ADOPTED: **August 2, 2001**
REVISED: ~~**July 16, 2020**~~ **June/July, 2022**

Cherokee County Board of Education

A. Introduction

The Cherokee County Board of Education recognizes that, in order to receive maximum benefit from the instructional program, students are expected to attend school each day. It is understood that good attendance habits positively impact the learning process. While administrators and teachers are responsible for providing quality instruction in an environment where learning can flourish, parents/guardians and students must assume responsibility for being punctual and attending school regularly.

Although circumstances may necessitate that a student be absent from school, the School District recognizes that optimal learning takes place when the student is present and involved in classroom activities. Unless the student is ill, suspected of being ill or has been exposed to a viral pathogen, it is important that parents/guardians make every effort to have their children attend school.

B. Lawful/Authorized Absences from Class/School

A student will not be absent from class or school or other required school activity except for illness, suspicion of illness, exposure to a viral pathogen or other providential cause. No student will encourage, urge or counsel other students to violate this policy.

As permitted under State law and State Board of Education Rules, a student's absence, tardy or early checkout may be excused for the following reasons:

a. illness suspicion of illness, exposure to a viral pathogen or when attendance in school would endanger their health or the health of others;
b. serious illness, viral illness or death of an immediate family member;
c. mandated by order of governmental agencies, including pre-induction physical examinations for service in the armed forces, or by a court order;
d. the observation of recognized religious holidays;
e. conditions that render attendance impossible or hazardous to one's health or safety; and,
f. registering to vote or voting, for a period not to exceed one day.

Additional Notes:

1. A student whose parent or legal guardian is in military service in the armed forces of the United States or the National Guard, and such parent or legal guardian provides documentation to the attention of the Principal that he/she has been called to duty for or is on leave from overseas deployment to a combat zone or combat support posting, will be granted excused absences, up to a maximum of five school days per school year, for the day or days missed from school to visit with his or her parent or legal guardian prior to such parent's or legal guardian's deployment or during such parent's or legal guardian's leave or to attend military affairs/sponsored events provided the student provides documentation prior to or immediately after the absence.

2. A student with an absence caused by an extraordinary hardship not defined under current Policy, can provide to the attention of the Principal a written excuse (as defined in the next subsection of this policy) for further consideration of the absence. In such cases, the Principal has the authority to deem such an absence as excused under current State Board Rule (160-5-1-.10).

For school attendance purposes, students will be counted present in the following circumstances:

a. attending school at least one-half of the instructional day;
b. serving as pages of the Georgia General Assembly (O.C.G.A § 20-2-692);
c. participating in the Student Teen Election Participation (STEP) program; or,
d. as a student in foster care, attending court proceedings related to that care (O.C.G.A § 20-2-692.2); or,
e. participating in 4-H activities.

C. Excuses

Excuses for absences will be provided by the parent/guardian in writing on the day the student returns to school, and will contain the student's name, date of the absence, reason for the absence and the signature of the parent/guardian. All written excuses will be evaluated by the Principal or designee to determine if the absence is excused or unexcused.

D. Requiring Medical Documentation for Absences

In the event that a student's personal illness or attendance at school endangers a student's health or the health of others, the school may require the student to present appropriate medical documentation upon return to school for the purpose of validating that the absence is an excused absence.

In the event that a student has excessive absences for health reasons, the school may require a physician's excuse in order to consider the absence as an excused absence. The school may ask for physician's excuses if one or more of the following conditions exist:

1. A persistent, systematic pattern of absences has been established (example –student is absent every Monday).
2. Seven or more days of absences have been accumulated during the semester.
3. Twelve or more days of absences were recorded the prior school year.

Physician's notes must be specific as to the number of days the illness is to be excused or must state when the student is expected to return to school.

E. Qualifying for Hospital/Homebound Instruction

If major sickness or injury occurs and the absence is lengthy, the student may receive credit by

instruction through application of the School District's hospital/homebound instructional process.

F. Make-Up Work

It is the expectation of the School District that all work missed due to absence will be made-up. Some work, by its very nature, is impossible to make-up and may necessitate alternative assignments. The Principal (or designee) is the final authority in determining alternative assignments.

The responsibility for arranging to complete work missed due to absence is to be assumed by the student and parent/guardian, in conjunction with the teacher. Make-up work is to be completed at the time specified by the teacher/Principal.

The time limit to complete missed work is not to exceed 10 school days after the date the student resumes attendance. Exceptions will be decided by the parent/guardian, student, teacher and Principal, with the Principal having the final decision.

Final course grades of students will not be penalized because of absences if the following conditions are met:

1. Absences are justified and validated for excusable reasons.
2. Make-up work for excused absences was completed satisfactorily.

G. Incentives for Good Attendance

Each individual school is responsible for providing incentives for good and perfect attendance.

H. Truancy, Parent Notifications and Reporting Protocol

Truancy is the act of willful and/or continued unexcused absences, tardies and/or early checkouts from school. Absences, tardies and early checkouts of this nature are unlawful within the State's compulsory attendance law and can result in penalties under that law. Students and parents/guardians are notified of the State's compulsory attendance law on an annual basis through the School District's Student/Parent Handbook.

Parents/guardians of students with five unexcused absences will be notified by the school regarding the consequences of such absences. After two reasonable attempts to notify the parent, guardian or other person who has charge of the student, the School District will send written notice via certified mail with return receipt requested, or first-class mail. Further parent notification will be made at 10 and 12 days of excused or unexcused absences.

Students with seven or more unexcused absences in a class per semester will be referred to a school social worker for truancy evaluation. An additional social work referral will be made at 15 excused or unexcused absences in a class per semester. It is the role of the school social worker to work collaboratively with the school, student and parents/guardians to resolve truancy issues. Schools may utilize a school-based attendance intervention meeting or school-

based truancy panel to address absenteeism. The school-based intervention team may include, but is not limited to, the Principal and/or his/her administrative designee, school counselor, social worker and the school nurse.

When all administrative actions taken to correct truancy have not had the desired effect, the school social worker may require families to attend the Cherokee County Truancy Panel and request them to sign a contract designed to help improve attendance, file proceedings in Cherokee County Juvenile Court for violation of the State's compulsory attendance law for students under 16 years of age or refer families to the School Police if proceedings need to be filed against parents for failure to send their children to school.

Chronically truant students will be referred each school year to the school social worker. School administrators will not assume that cases will be held over by the social worker for monitoring from one school year to the next. Some cases that have been referred to the Cherokee County Truancy Panel or to Cherokee County Juvenile Court may be held over; but an updated referral by the school may be requested.

I. Absence Notification Procedures

School personnel will monitor absences by following the steps below:

1.
~~1.~~ The School District~~'s Learning Management System~~ will send electronic notifications to parents/guardians after the 5th unexcused absence as well as the 10th and 12th days of excused or unexcused absences.
~~2. Student absentee phone calls are made to parents/guardians and documented in a log at each school.~~
~~3. The classroom teacher will invite the parents/guardians in for a conference immediately after the second unexcused absence has been recorded.~~
2.
~~4.~~ The school will notify the parent/guardian on the fifth unexcused absence that continued absences will result in a referral to the school social worker.
3.
~~5.~~ On the seventh unexcused and 15th excused or unexcused absence in any class during a semester, a referral to the school social worker will be filed.
4.
~~6.~~ After the seventh unexcused absence, a school-based attendance intervention meeting may be conducted.
5.
~~7.~~ The school social worker will notify the proper authorities if unexcused absences continue.

J. Additional High School Absence Procedures

Any student having seven or more excused, approved or unexcused absences in a semester will receive no credit for that class unless a waiver is granted by the School Attendance Committee.

However, students will not be denied credit for a course if they have seven or more excused absences in a semester when the following conditions are met: (1) the absences are validated by the School Attendance Committee as excused; (2) make-up work is satisfactorily completed; and, (3) a passing grade has been earned for course work during the semester. Eligibility for credit will be restored if recommended by the School Attendance Committee. The Principal has the final decision on this matter.

The Attendance Committee is a standing committee composed of five members appointed by the Principal and chaired by an administrator. The chair will vote only in case of a tie.

~~A high school student under the age of 16 who has seven or more unexcused absences in a semester or 14 or more unexcused absences in a year will be referred to the school social worker.~~

K. Student Withdrawals and Notification

Any student who is absent unlawfully either 10 consecutive days or 40 total days in a school year, is beyond the compulsory attendance age or is not receiving instructional services from the School District through hospital/homebound instruction or instructional services required by the Federal Individual with Disabilities Education Act (IDEA), may be withdrawn. The Principal has the discretion of entering or re-entering in the present grading period any student 16 years old or older, who has failed to attend for unlawful reasons.

In the case of a school's plan to withdraw a student, the Principal will use reasonable measures to notify the parents/guardians if the student is not 18 years old.

L. Driver's License/Learner's Permit Denial

The School District will establish appropriate protocol relative to State law regarding the documentation of students who are enrolled in the School District and not under an expulsion for purposes of denial or suspension of driver's licenses/leaner's permits.

ADOPTED: **August 21, 2008**
REVISED: ~~**July 16, 2020**~~ **June/July, 2022**

Cherokee County Board of Education

It will be the policy of the Cherokee County Board of Education to protect the confidentiality of personally-identifiable information in student educational records in compliance with the Federal Government's Family Educational Rights and Privacy Act (FERPA). FERPA applies to directory information authorized for release in writing by the parent, legal guardian or eligible student, pursuant to valid subpoena or judicial order after written notification to the parent, legal guardian or eligible student, or as otherwise specified by State or Federal Law. The School District will annually notify all students and parents of their FERPA rights, including the right of the parent, legal guardian or eligible student to access their child's/their educational records as provided below in this Policy.

STUDENT EDUCATIONAL RECORDS

Definition

A. Educational Records:
Any record, file, document or other material that contains information directly related to a student and that is maintained by the School District or a person acting on behalf of a School District. 20 U.S.C. § 1232g(a)(4)(A). Possible exclusions to educational records are discussed in 20 U.S.C. § 1232g(a)(4)(B).

B. Confidentiality:
Information which is part of the educational record of a student will be held in strict confidence. The School District will use reasonable methods to ensure that school officials obtain access to only those educational records in which they have legitimate educational interests.

Challenging Content of Student Educational Records

A parent, legal guardian or eligible student may challenge the contents of their/their child's educational records as defined above and request corrections if entries on the educational records are believed to be inaccurate, misleading, or otherwise in violation of the privacy rights of the student. 34 CFR § 99.20(a). A request to correct a student educational record must clearly identify the part of the educational record in question; and specify why the educational record is believed to be inaccurate, misleading or a violation of the student's privacy.

A. If the parent, legal guardian or eligible student wishes to challenge the educational record, a request must be submitted in writing to the Principal of the school in which the student is or has been enrolled. The Principal or his/her designee will investigate the complaint and endeavor to settle the matter.

B. If the Principal or his/her designee cannot settle the matter at the school level, the parent, legal guardian or eligible student may request a second review by the

~~Deputy Superintendent~~ Chief Operations Officer (COO) or his/her designee ~~within the Office of School Operations~~. The requesting party must submit a request in writing to the ~~Deputy Superintendent~~ COO. The ~~Deputy Superintendent~~ COO or his/her designee ~~within the Office of School Operations~~ will determine if the educational records are inaccurate, misleading, or contain information that violates the student's privacy rights.

C. If the conflict cannot be resolved by the ~~Deputy Superintendent~~ COO or his/her designee ~~within the Office of School Operations~~, the parent, guardian or eligible student will be informed that he/she may request a hearing before a Review Board. The requesting party must submit a request in writing to the Superintendent for a hearing by a Review Board. This hearing will be held within 20 days of the Superintendent receiving the request. The Superintendent will determine the appropriate personnel to review the matter consisting of no less than three Review Board members.

1. The decision of the Review Board will be provided in writing to the parent, legal guardian or eligible student no more than 10 school days after the date of the hearing.

2. If the parent, legal guardian or eligible student disagrees with the Review Board's decision, they may provide a written statement which will be placed in the student's educational record stating the reasons for disagreement. This statement will be maintained as long as the educational record is maintained and will be disclosed when the school or School District discloses the portion of the record to which the statement relates.

Procedures for Accessing Student Educational Records

The following procedures will be used for permitting access to student educational records and any other confidential information pursuant to FERPA:

A. Parent/Guardian/Eligible Student Access:

A parent, legal guardian or eligible student will be given access to their/their student's educational records.

1. Instructional materials intended for use, current grade reports and attendance records will be made available for inspection within three business days or as otherwise provided by law. ~~Educational records may be inspected by the requesting party within a reasonable length of time after the request, but no later than 45 calendar days after the request is made in writing. The School District will provide one copy of a student educational record without charge upon request.~~

2.

All other educational records may be inspected by the requesting parent within a reasonable length of time after the request, but no later than 45 calendar days after the written request.

~~2.~~

3.

Requests for interpretation of psychological reports must be made through the School District's Special Education Department.

B. Student Access:

All access rights provided to parents and/or legal guardians become the student's once the student has reached age 18 or has commenced study at a postsecondary education institution. At age 18, the student has the right to access his/her educational records and the right to prevent access by his/her parents.

C. Non-Custodial Parent Access:

Parents who are not the physical or legal custodian of a minor student, or who do not have primary physical or legal custody, may have access to the student's educational records and information if his/her parental rights are not terminated or his/her rights to access to educational records and information has not been restricted in some manner by legal authority. In these cases, the school may contact the primary physical and legal custodian to inform the parent of the request.

D. Disclosure to Individuals/Agencies Other than Parents/Guardians/Eligible Students/Non-Custodial Parents:

A correctly executed written request and/or release from the parent, legal guardian or eligible student or a lawfully issued and enforceable Court Order or subpoena is generally required prior to the release of student educational records to any agency or individual other than the parent, legal guardian and/or eligible student. However, should emergency situations arise where it is necessary to protect the health or safety of the student or other individuals, the School District may release personally identifiable information to a third party without prior written consent from the parent/guardian/eligible student.

E. Transcript Charges:

1. The School District will provide one copy of a student's educational record without charge.
2. The School District will charge a per page fee for copies of a student's educational record released to third- parties and for additional copies of educational records that have been previously provided to the parent, legal guardian and/or eligible student. If an educational record is requested by a student's current medical or educational service, by another school or government agency, Guardian Ad Litem, Court Appointed Special Advocate (CASA), or pursuant to court order or subpoena, the School District may waive the per page fee for provision of copies of educational records.

Release of Information without Written Consent

Records may be released without prior written consent if the disclosure is permitted by applicable

law, such as one or more of the following conditions:

A. To other school officials, including teachers, who have a legitimate educational interest. A school official is: 1) A person employed by the School District as an administrator, supervisor, instructor or support staff member; 2) A person elected to the Cherokee County Board of Education; 3) A school or School District approved volunteer, or a person employed by or under contract to the School District to perform a special task; including, but not limited to: an attorney, auditor, medical consultant, psychologist, therapist or insurance adjuster. These individuals perform a service or function for which the schools or School District would otherwise use employees; are under the direct control of the school or School District with respect to the use and maintenance of an educational record; and may receive information only on the condition that he/she will not disclose the information to any other party without prior consent of the parent/guardian/eligible student. A school official has a legitimate educational interest if the official is: 1) Performing a task that is specified in his/her job description or by a contract agreement; 2) Performing a task related to a student's education; 3) Performing a task related to the discipline of a student; 4) Providing a service or benefit relating to the student or student's family, health care, counseling, or job placement; including, but not limited to: an attorney, auditor, medical consultant, therapist, or insurance adjuster.

B. To officials of another K-12 school or school system, where the student seeks or intends to enroll for purposes related to the student's enrollment or transfer.

C. To officials of a post-secondary institution, where the student seeks or intends to enroll for purposes related to the student's enrollment or transfer. Upon a request from a post-secondary institution or its designated official(s), the School District reports any school misconduct that results in a long term out of school suspension (more than 9 consecutive school days), expulsion for more than nine consecutive school days, or an assignment to an alternative program/school. (Note: The School District expects all students to model a high level of citizenship and responsibility. Therefore, when students are asked on college applications about disciplinary actions during their high school years, students are expected to answer truthfully and completely.)

D. Pursuant to any judicially imposed procedure, court order or subpoena. However, educational records should not be released until a reasonable effort has been made to notify the parent, legal guardian or student (18 years of age or older) that the record has been requested, except if:

1. a party is seeking or receiving educational records as directed by a Federal Grand Jury or other law enforcement subpoena if the issuing court or agency has ordered that the existence of the contents of the subpoena or the information furnished in response to the subpoena not be disclosed); or,

2. a parent is a party to a court proceeding involving child abuse and neglect (as defined in section 3 of the Child Abuse Prevention and Treatment Act (42 U.S.C. 5101 note)) or dependency matters, and the order is issued in the context of that proceeding.

Maintaining Student Educational Records

The School District will maintain copies of all student educational records for the minimum period of time as required by the State of Georgia the Common Records Schedules for School Systems and/or the School District's records retention plan.

ADOPTED: August 2, 2001
REVISED: ~~January 19, 2017~~ June/July 2022

Cherokee County Board of Education

The Cherokee County Board of Education is aware of the constructive role which parent-teacher groups play in the School District. The effective leadership provided by the PTA organizations and School Councils is valuable to the improvement of educational programs and community support of schools. The School Board will offer these groups its cooperation and urge parents, teachers and administrators to become active participants.

PARENT/FAMILY INVOLVEMENT

In keeping with the belief that learning should take place at home, in school and in the community and with research showing that parent involvement is the single most important indicator of school success, the School Board has identified "Family, Partner and Community Engagement" as one of its Priority Areas in its Five-Year Strategic Plan "Blueprint." The purpose of this policy is to promote meaningful parent and family participation and to identify standards for effective parent/family involvement.

Other School Board Policies that directly support parent/family involvement are Goals and Objectives and Public Participation at School Board Meetings.

The parent/family involvement policy is adopted from "National Standards for Family-School Partnerships developed by National PTA.

I. Parents' Responsibilities
Assumptions:

1. In order for students to achieve, parents must provide a climate in the home that supports education; sets high but reasonable expectations for student learning; and be involved in their children's education at school and in the community.

2. Students whose parents are involved in the above manner have better grades, higher test scores, better attendance records and more homework assignments completed.

3. Regardless of socio-economic status, ethnic/racial background or education level, when parents are involved in their children's education process, students achieve more.

4. When parents and teacher collaborate, there are higher expectations for the students' success.

5. There are significant benefits for learners when parents of students of all ages and all grades are directly involved with their education.

6. There are many different ways for parents to be involved in their child's education. To have long-lasting results, parent and family involvement activities must be planned, continuous, inclusive and comprehensive.

II. Schools' Responsibilities
Assumptions:

1. Schools that work well with families improve teacher morale and engender more teacher support by parents.

2. When parents receive frequent and effective communication from a school and School District, their attitude about the school is more positive and their involvement increases. A school's and the School District's practices to inform and involve parents are strong determinants in the frequency and quality of parent involvement.

3. Parents contribute most effectively to improved student achievement and school effectiveness when they are treated as equal partners and given needed information in a timely manner.

4. Parent and family involvement is a critical component of school reform. It is not a substitute for high quality educational programs, effective instruction or systemic research-based school improvement.

III. National Standards, Goals and Indicators for Family-School Partnerships

Standard One: Welcoming All Families into the School Community
Families are active participants in the life of the school, and feel welcomed, valued and connected to each other, to school staff and to what students are learning and doing in class.

Standard Two: Communicating Effectively
Families and school staff engage in regular, two-way, meaningful communication about student learning.

Standard Three: Supporting Student Success
Families and school staff continuously collaborate to support students' learning and healthy development both at home and at school, and have regular opportunities to strengthen their knowledge and skills to do so effectively.

Standard Four: Speaking Up for Every Child
Families are empowered to be advocates for their own and other children, to ensure that students are treated fairly and have access to learning opportunities that will support their success**.**

Standard Five: Sharing Power
Families and school staffs are equal partners in decisions that affect children and families and together inform, influence and create policies, practices and programs.

Standard Six: Collaborating with Community
Families and school staff collaborate with community members to connect students, families and staff to expanded learning opportunities, community services and civic participation.

*Adopted from "National Standards for Family-School Partnerships," used by permission of National PTA.

PARENTS' BILL OF RIGHTS

Unless otherwise prohibited by law, parents have the following rights with respect to their children:

IV. Right to Review Student Records

Procedures for a parent/guardian of a student to review records relating to his or her minor child are contained in School Board Policy - - Student Records (JR).

V. Right to Review Instructional Materials

The first two weeks of each nine-week grading period, parents can access instructional materials online through the School District's learning management system. If such instructional materials are not made available for review online, then they will be made available for review on site upon a parent's request made during the review period.

VI. Right to Object to Instructional Materials

Procedures for a parent/guardian to opt out and receive alternative instructional materials intended for use in his or her minor child's classroom or recommended by his or her minor child's teacher are contained in School Board Policy - - Supplemental Materials Selection and Adoption (IFAB).

VII. Right to Withdraw from Sex Education

Pursuant to OCGA 20-2-143, parents/legal guardians of a student who may receive Sex and AIDS Prevention Education in grades 5-8 will be informed as to what content is to be provided and have the opportunity to review all materials to be utilized before choosing to allow his or her child to take the specific unit of study. Parents/legal guardians may ensure that their child does not receive such course of instruction by declining to submit a parent permission form for their child to participate. Any student without a signed parent permission form on file at the start of such program instruction will not participate.

Elementary school parents/legal guardians of a child eligible to receive sexual abuse and assault awareness and prevention education may ensure that their child does not

receive such instruction by exercising the option of completing the opt-out form at their child's school.

VIII. Right to Object to Release of Directory Information Regarding Your Student

The Family Educational Rights and Privacy Act (FERPA), a Federal law, requires that the School District with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, the School District may disclose appropriately designated "directory information" without written consent, unless you have advised the School District to the contrary. If a parent/guardian objects to his/her child being included in any or all of the below, he/she must annually notify the Principal in writing by September 1, or within one week of admission/enrollment if enrollment occurs after September 1st.

The primary purpose of directory information is to allow the School District to include information from your child's education records in certain school publications and events. Examples include:

• A playbill, showing your student's role in a drama production;
• The annual yearbook;
• Honor roll or other recognition lists;
• Graduation programs;
• Recognition of achievement at School Board meetings;
• District and School Websites;
• School and District Social Media; and
• Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings, companies that publish yearbooks, military recruiters, college recruiters, law enforcement agencies and the news media.

Directory information includes:

• Student's name
• Address
• Telephone listing
• Electronic mail address
• Photograph
• Date and place of birth
• Major field of study
• Dates of attendance
• Grade level
• Participation in officially recognized activities and sports

• Weight and height of members of athletic teams
• Degrees, honors and awards received
• The most recent educational agency or institution attended
• Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user.
• A student ID number or other unique personal identifier that is displayed on a student ID badge, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a PIN, password, or other factor known or possessed only by the authorized user.

ADOPTED: August 2, 2001
REVISED: ~~July 16, 2020~~ June/July, 2022

Cherokee County Board of Education

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	C-2

Title

Technical Modifications to School Board Policies (5)- - on Final Reading

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Technical Modifications to School Board Policies (5)- - on Final Reading

Summary Explanation and Background

As part of this year's Policy review process, an annual staff and legal review of School Board Policies was conducted to ensure continued alignment with State and Federal Laws/regulations. The attached technical modifications to five School Board Policies are recommended by the Superintendent for School Board approval on final reading.

Policies include:

- Goals and Objectives (BA)
- Cash in School Buildings (DL)
- Harassment (GAEB)
- Technology Use Policy (IFBGA)
- Class Rankings (IHC)

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

Policies (5)

Source of Additional Information

Dr. Brian V. Hightower, Superintendent of Schools	770.479.1871
Mike McGowan, Chief of Staff	770.479.1871
Tom Roach, School Board Attorney	770.479.1406

As reflected in the Cherokee County Board of Education and Cherokee County School District's Five-Year Strategic Plan, "Blueprint," the Mission Statement; Vision Statement; Core Beliefs Around Rigor, Relevance and Relationships; and, the Priority Areas, as contained below, will govern the School District's actions as it relates to continuous improvement.

I. MISSION STATEMENT

We are committed to educating the emerging generation through learning environments designed to increase the performance of all students.

II. VISION STATEMENT

Together, we will prepare the emerging generation to confidently rise up to limitless learning potential and success.

III. CORE BELIEFS AROUND RIGOR, RELEVANCE AND RELATIONSHIPS

A. We believe in a growth mindset, as every student can learn, achieve and thrive.

B. 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.

C. We believe safe, diverse and inclusive schools are critical for successful teaching and learning and strengthening our culture of belonging, kindness and possibility.

IV. PRIORITY AREAS

A. Student Achievement: ~~Equity and~~ Access and Opportunity

B. Organizational and Operational Effectiveness

C. Family, Partner and Community Involvement

D. Positive Culture and Climate

E. Quality Workforce

V. SCHOOL BOARD ROLES, RESPONSIBILITIES AND STRUCTURES

A. Responsibilities

1. Employ a professional Superintendent to operate the School District.

2. Adopt an annual budget as recommended by the Superintendent.

3. Review/approve all School Improvement Plans annually.

4. Monitor schools' progress in addressing the Priority Areas and School Improvement Plan (SIP) objectives.

5. Authorize and facilitate school and district-level partnerships with parents, businesses, community-based organizations and agencies, local institutions of higher learning and other public entities to improve student achievement and increase school effectiveness.

B. Vision/Philosophy/Goals

1. The School Board adopts, focuses and reviews the School District's Vision for students.

2. The School Board adopts, reviews and revises its Mission Statement that defines its work.

3. The School Board adopts Core Beliefs related to the importance of introducing rigor, relevance and relationships to all students.

4. The School Board, with Superintendent's input, adopts Priority Areas for continued improvement.

5. The School Board, upon recommendation of the Superintendent, adopts policies and strategic plans to facilitate the accomplishment of stated goals.

C. Systematic Improvement

1. The School Board participates in annual training and professional development that meets or exceeds the requirements of Georgia law.

2. The School Board and Superintendent participate in collaborative activities focused on developing Priority Areas for continued improvement.

3. The School Board and the Superintendent use a retreat/strategic work session environment and process to function as a team to accomplish the following:
   a. Assess progress made to update and revise action plans to accomplish the School District's Vision/Mission/Core Beliefs and Priority Areas for continuous improvement.
   b. Assess the strengths and improvements needed in the School District.
   c. Consider any compelling problem(s) or emerging issue(s).
   d. Study and explore trends, opportunities and anticipated challenges.
   e. Reflect on the leadership team's educational and leadership philosophy and performance.

f. Complete any statutorily-specified reviews of laws, rules or regulations for local school boards.
g. (May) participate in statutorily-required School Board training.
h. (May) evaluate the Superintendent's annual performance.

4. Conduct a Governance Team self-evaluation in order to assess working relationships among the School Board and improve Superintendent and School Board relations.

D. Organizational Structure

1. The School Board establishes and, along with the Superintendent, follows federal law, state law, State Department of Education policies and rules, local policies, procedures and ethical standards governing the conduct of the School Board and Superintendent.

2. The officers of the School Board are elected using the procedures defined in state law and board policy and carry out their duties that are clearly delineated in law or policy.

3. The School Board uses the Superintendent as its Chief Executive Officer with full authority to administer district affairs.

4. The School Board, organizes and distinguishes its role as a policy-making body from the roles/responsibilities authorized to the Superintendent for the administration of the district.

5. The School Board and Superintendent function as a leadership team, while maintaining careful recognition of appropriate roles and responsibilities.

E. Board Operations: Policy Development

1. The School Board adopts and revises its written policies so that they are clear, up-to-date, and in compliance with the state constitution and state and federal laws.

2. The School Board follows Policies and procedures for:
   a. Policy adoption
   b. Emergency adoption of Policy
   c. Policy dissemination
   d. Policy repeal
   e. The School Board considers the following when it adopts Policies:
      i. The recommendation, usually in writing from the Superintendent
      ii. An opportunity for public review
      iii. Provisions whereby Policies will be reviewed periodically

F. Board Operations: Board Meetings

1. The School Board develops meeting agendas, posts agendas for public review and conducts its meetings in accordance with the Open Meetings Law (O.C.G.A. § 50-14-1 et seq.)
2. School Board procedures provide an opportunity, prior to board meetings, for members of the School Board to:

   a. Suggest items to be removed from or placed on the agenda and/or
   b. Request additional information on an agenda item.

3. The agenda provides a sound order of business, including an opportunity to make adjustments to the agenda, which facilitates productive meetings.
4. The School Board uses a "consent agenda" procedure when appropriate.
5. The approved agenda is followed, and the School Board departs from it only under special circumstances and with concurrence of a majority of its members present.
6. The School Board has procedures in place to facilitate public input.
7. School Board minutes properly record agenda motions/votes/actions of the School Board.

G. Board Operations: Personnel

1. The School Board oversees the management of the School District by employing a Superintendent and evaluating his/her performance in providing educational leadership, managing daily operations and performing all duties assigned by the School Board and/or required by law.
2. The School Board authorizes the employment, assignment and dismissal of personnel only on the recommendation of the Superintendent.
3. The Superintendent is accountable to the School Board in developing, following state law, and conducting a ~~fair and equitable~~ consistently administered evaluation of all personnel in the district.
4. The School Board refrains from applying pressure on the Superintendent to employ persons on the basis of any criteria other than professional and/or occupational qualifications as defined in currently approved job descriptions.
5. The School Board has been trained in the Superintendent evaluation process and follows that process for evaluation.

6. Periodically, but at least once in any 12-month period, the School Board, using the process agreed upon by the School Board and the Superintendent, evaluates the professional performance of the Superintendent.

H. Board Operations: Financial Management

1. The School Board provides guidance to the Superintendent in developing the budget and:
   a. Conducts pre-budgeting discussions with the Superintendent.
   b. May establish specific budget parameters where deemed necessary or appropriate.
   c. Examines allocations as they relate to the School Board and School District budget goals annually adopted.

2. The School Board receives the draft budget from the Superintendent and after careful study gives tentative budget approval.

3. The School Board publishes the budget and provides opportunity for public review and reaction.

4. The School Board approves the annual budget after consideration of the Superintendent's recommendation.

5. Once a budget that incorporates sound business and fiscal practices is approved, the Superintendent implements and administers the budget.

6. The School Board, by policy, establishes the level of spending beyond the budget for which the Superintendent must seek School Board approval.

7. The School Board receives monthly financial reports on the status of the budget.

8. The School District's financial records are audited annually.

I. Board/Staff/Community Relations

1. The School Board and individual School Board members maintain an appropriate and professional relationship with the Superintendent, staff and community.

2. The School Board recognizes and protects the concept of chain of command.

3. The School Board works with the Superintendent to provide and follow a process, when it is appropriate, that encourages and seeks the input of staff at all levels of decision-making on significant issues.

4. The School Board periodically receives input from citizens on matters relating to the School District.

5. The School Board working with the Superintendent seeks advice and communicates with the community through:
   a. Providing leadership, policies and training to school councils.
   b. Collaboration agreements with local and state agencies.
   c. Community groups, community forums and media.
   d. Allowing and considering appropriate public input.

VI. ORGANIZATION OF SCHOOL DISTRICT ADMINISTRATION

Proper administration of the schools is most vital to a successful educational program. The general purpose of the School District's administration will be to coordinate and supervise, under the policies of the School Board, the creation and operation of an environment in which students learn most effectively. Administrative duties and functions will be appraised in terms of the contribution made to improving instruction and learning. The School Board will rely on its chief executive officer, the Superintendent, to provide at the district level the professional administrative leadership demanded by such a far-reaching goal.

The School District's administrative organization will be designed so that all district-level divisions and departments and all schools are part of a single accountability system guided by School Board policies which are implemented through the Superintendent. Principals and district-level administrators are all expected to administer their units in accordance with School Board policy and the Superintendent's rules and procedures. However, the mere execution of directives cannot, by itself, be construed as good administration. Vision, initiative, resourcefulness, and wide leadership – as well as consideration and concern for staff members, students, parents and others – are essential for effective administration.

Within the concept of an effective total system, it will be the policy of the School Board that ways will be sought to decentralize administration in order to bring administrative decisions closer to, hence more responsible to, specific needs of individual students and the school communities.

The Superintendent, each principal, and all other administrators will have the authority and responsibility necessary for their specific administrative assignment. Each will likewise be accountable for the effectiveness with which the administrative assignment is carried out. The School Board will be responsible for clearly specifying requirements and expectations of the Superintendent accountable by evaluating how well those requirements and expectations have been met. In turn, the Superintendent will be responsible for clearly specifying requirements and expectations for all other administrators, then for holding each accountable by evaluating how well requirements and expectations have been met.

Major goals of administration in the School District will be:

1. To manage the School District's various divisions, departments, units and programs effectively.

2. To provide professional advice and counsel to the School Board and to advisory groups established by the Superintendent.

3. To implement the management function so as to assure the best and most effective learning programs, through achieving such sub-goals as:

   (a) providing leadership in keeping abreast of current educational developments;

   (b) arranging for the staff development necessary to the establishment and operation of learning programs that better meet more learner needs;

   (c) coordinating cooperative efforts at improvement of learning programs, facilities, equipment and materials;

   (d) providing access to the decision-making process for improvement of ideas of staff, students, parents and others.

ADOPTED: August 2, 2001
REVISED: ~~July 16, 2020~~ June/July, 2022

Cherokee County Board of Education

Monies collected by school employees and by student treasurers will be handled with good and prudent business procedures, in compliance with and as outlined in the School District's School Activities Accounting Manual, which is reviewed and updated annually. All monies collected will be receipted, accounted for and directed without delay to the proper location of deposit.

In no case will cash ~~monies in excess of the amount needed to fund operations for the next business day~~ be left unsecured overnight in the schools.

ADOPTED: August 2, 2001
REVISED: ~~July 16, 2020~~ July 21, 2022

Cherokee County Board of Education

Harassment

Cherokee County Board of Education prohibits discrimination and harassment based upon "Constitutionally-Protected Differences" and other legally protected statuses (e.g., race, age, gender, gender identity, genetic status, past or present protected military service, pregnancy, color, religion, national origin or disability). As such, it is the policy of the School District to address such complaints at the lowest level of administration in order to quickly and efficiently resolve all such matters.

All employees are responsible for prevention of harassment and discrimination against students/employees, including the responsibility to report any conduct which they believe to be in violation of this policy. No person will be subject to retaliation or reprisal for making a good faith complaint under this policy or for participating in an investigation.

This Policy establishes the role and responsibility of the applicable Title Coordinator(s) ("Coordinator") and the role of the ~~Chief Operations Officer (COO)~~ Chief Human Resource Officer (CHRO) in action steps, and the collection and analysis of reporting data in this regard.

The Superintendent will also develop administrative checklists to aid investigations.

I. DEFINITION

Harassment and discrimination may include any conduct which has the effect of unreasonably interfering with an employee's work based upon a protected characteristic, including conduct by school employees, students or others. Examples may include offensive jokes, slurs or comments; offensive touching or requests for dates or favors; different treatment of employees based upon Constitutionally-Protected Differences; display or communication of offensive photographs, writing or materials; or conditioning employment benefits on an employee's participation in, or reaction to, such conduct.

II. COMPLAINT PROCEDURES

Complaints made to the Cherokee County School District regarding alleged discrimination, harassment or retaliation for complaints about, or opposition to discrimination or harassment will be processed in accordance with the following procedure:

1. Any employee, applicant for employment, or other person with a complaint alleging a violation as described above will promptly forward a written complaint detailing the facts, witnesses and specific circumstances related to the complaint to the appropriate Title Coordinator, as annually appointed by the Superintendent and published on the school district website, or to the Chief Human Resources Officer (CHRO). In the event that a Coordinator or CHRO receives verbal or informal notice of a possible complaint, the Coordinator or CHRO will assist the complainant in making a written complaint so that the matter may be investigated. The complainant need not be the victim of the discrimination/harassment but may be any person aware of the conduct. Complaints received by any employee will be forwarded to the

appropriate work location supervisor who will then forward the complaint to the appropriate Title Coordinator.

2. Upon receipt of a discrimination/harassment complaint the Coordinator or designee will (a) facilitate a prompt investigation of the complaint, (b) take any interim action necessary to protect students, staff or operations pending the result of the investigation, and (c) make any necessary reporting of the allegations. Said investigation will consist at a minimum of interviewing the complainant, accused person(s), and persons with direct knowledge of the alleged events. Said investigation will be concluded as soon as practicable, and generally within fifteen (15) business days (defined as days when the School District central office is open for business) of receipt of the complaint. Upon completion of the investigation the Coordinator will initiate such remedial actions as are necessary to prevent any further harassment. Such steps may include: counseling, suspension, termination, or any other remedial action deemed appropriate to address and eliminate further discrimination/harassment. Upon completion of the investigation the ~~CHRO~~ Coordinator will notify appropriate parties (which may include the alleged victim(s) and accused) in writing of the substance of the investigation and remedial measures to be taken pending any appeal. The Coordinator will retain, review and analyze the investigative file of each complaint. The CHRO ~~and~~ will report the results of the review and analysis annually to the Superintendent.

3. The complainant may seek a review of the initial decision by written request received by the Coordinator within five (5) business days of the date of the decision.

4. Upon timely written request, the Coordinator will forward a copy of the investigative file to the ~~COO~~ CHRO. The ~~COO~~ CHRO or designee will have up to fifteen (15) business days to review the appeal, investigative file and the previous decision and determine, if additional investigation is warranted, any change in the remedial action recommended. The ~~COO~~ CHRO or designee will promptly notify appropriate parties of the appeal decision.

5. The decision of the ~~COO~~ CHRO or his/her designee will be the final decision under this policy. Additional due process will be provided for any disciplinary measures as required by law.

The complainant retains at all times the right to contact the Office of Civil Rights or the Equal Employment Opportunity Commission with regard to any allegations that the School District has violated any law.

This Policy will be distributed to all employees annually. Additionally, the Coordinator and other employees designated by the Superintendent will receive appropriate training in investigating, remediating and analyzing complaints of discrimination/harassment on an annual basis.

*Appropriate Federal agencies promulgate regulation from time-to-time to implement Federal Laws prohibiting discrimination in schools and the workplace. To the extent that this Policy is inconsistent with or conflicts with any of those regulations, the current regulation controls, and the part or parts of this Policy inconsistent with or in conflict with those regulations will be rescinded.

ADOPTED: **August 2, 2001**
REVISED: ~~**July 16, 2020**~~ **June/July, 2022**

Cherokee County Board of Education

The Cherokee County Board of Education adheres to the belief that technology plays a vital role in meeting the needs of the broad range of abilities, disabilities, cultural backgrounds and ethnic populations represented in district schools. To assure that technology will play a ~~predominant~~ proper role, this policy provides guidance for appropriate technology utilization and integration into the curriculum, as well as infusion into school/district administration and management. Technology is a powerful tool, but it is recognized that, while it may significantly change the role and responsibility for teachers, it is not a substitute for the teacher.

I. PURPOSE OF TECHNOLOGY USAGE POLICY

To establish and maintain guidelines and procedures for appropriate technology utilization and infusion in classrooms, schools, district administration and management. Technology will be used in planning and evaluation to more effectively prepare students for the transition from school to work, for success in the workplace and to improve the operations of the school system.

II. TECHNOLOGY USAGE BELIEF STATEMENTS

The following serve to establish a firm understanding of the role and expectations of technology use in teaching and learning, as well as supporting the business and operational processes of the School District.

a. The primary use of technology is to improve student learning.

b. Technology use will encompass teaching, learning and management.

c. Technology purchases will be "vendor neutral."

d. The network will integrate data, voice and video communications systems.

e. Information will be entered once and validated by appropriate personnel at the site of entry.

f. Multiple platforms will be supported where possible.

g. Technology support services will be made available to all locations.

h. Technology resources will be coordinated and integrated with appropriate curriculum initiatives.

i. The technology system will be accessible to staff and students and protected with security measures that will aid in the prevention of unauthorized and inappropriate use.

j. The School District website will provide information for staff, students, parents and the community.

k. Provisions must be made for keeping the technology current, within available resources, including guidelines on replacement or upgrade based on a life-cycle process.

l. Appropriate training and professional development will be provided to teachers, staff and administrators to ensure timely implementation and effective use.

m. To ~~insure~~ ensure compatibility and the best available value, all technology-related purchase orders will be approved by the Division of Technology and Information Services.

n. All technology hardware that is the property of the School District will be included in the countywide technology ~~inventory~~ asset management system maintained by the Division of Technology and Information Services.

o. Communications with applicants, participants and members of the public with disabilities will be as effective as communications with others in accordance with federal, state and/or local requirements.

III. DESIRED OUTCOMES OF TECHNOLOGY USAGE

a. Technology will be appropriately, fairly and consistently ~~equitably~~ integrated into instruction and management and used by all students and staff as an integral component of school improvement and student learning. Improving student performance and achievement, increasing staff productivity and ensuring efficiency of the day-to-day operations are the essential reasons for the use of technology in the School District.

b. All school classrooms, media centers and offices will be electronically networked and equipped, providing all staff, students and administration ~~equitable~~ fair, consistent and easy access to information technologies for teaching, learning, management and day-to-day operations.

c. All high school graduates will be prepared to use multiple technologies upon entrance into the work force and/or higher education.

d. New and emerging technologies will be evaluated, adopted and incorporated into school curriculum and will be integral elements of school improvement and accountability.

e. Student, teacher, staff and administrative effectiveness will improve concurrently with the infusion of technology into their respective workplaces.

f. The decision-making process will be improved as technology facilitates the flow of information and the communication process within the district, the state and the world.

g. Improved communication between schools and institutions of higher education will increase the sharing of best practices as well as enhance in-service training and emphasize technology integration into the curriculum.

h. Inter-and intra-department collaboration, from planning through evaluation, will be the hallmark responsibility of the units within the School District's Division of Technology and Information Services.

i. All departments and schools responsible for technology planning will work collaboratively with county, state and government groups to investigate current, advanced and emerging commercial technologies and to identify or develop efficient and cost-effective applications.

j. The broadest possible access to the School District's wide area network system will be promoted, while providing safeguards to ensure that security is maintained.

IV. IMPLEMENTATION OF TECHNOLOGY USAGE PLANS

A comprehensive and continuous short and long-range technology implementation process will be directed, reviewed and evaluated by the School Board for effective utilization of all aspects of technology.

A. Appropriate staff will:

1. Consult and collaborate on a continuing basis with education, business, community and government groups locally, regionally, nationally and internationally.

2. Identify student competencies in using technologies to access, analyze, apply and communicate information and incorporate these competencies into the current curriculum standards.

3. Identify staff competencies in integrating and applying information technologies in instruction and management and incorporate these competencies as part of the evaluation process.

4. Identify educational management tools to be acquired and implemented.

5. Establish and continually update an ongoing staff development program to support technology usage and integration.

6. Establish baseline standards to ensure that all schools and offices have adequate, appropriate and up-to-date hardware, software and communications capabilities as rapidly as resources permit.

7. Review and/or establish documents as needed on copyright, acceptable use, information integrity and other ethical use policies.

8. Identify, document and evaluate processes that need improvement to maximize the productivity and educational benefits from technology investments.

9. Prepare a viable timeline for task implementation and completion, taking into account human and material resources, which will assist in evaluating the progress and effectiveness of the School District's Future Ready Technology Plan.

B. The Superintendent will establish an annual Technology Advisory Committee, which will be chaired by the Chief Information Officer. The committee will be composed of teachers, Principals, central office staff members, students, parents, representatives from institutions of higher learning and members of the business community. The committee will provide input, advice and assistance in the implementation of the Technology Usage Policy IFGBA.

ADOPTED: August 21, 2008
REVISED: ~~July 19, 2018~~ June/July, 2022

Cherokee County Board of Education

I. CUMULATIVE AVERAGE AND CLASS RANKING

Final class ranking will be determined by the weighted Numeric Grade Average (NGA) of graduating seniors upon completion of their high school four-year class cohort.

The weighted NGA summarizes each student's academic performance in high school credit courses. The weighted NGA is used in determining eligibility for numerous awards, activities and college applications.

For the purpose of computing class rank, a student's final course grade (if student receives a passing grade in the course) will be weighted with the following quality points for the purpose of calculating a weighted NGA:

Quality Points:

- Honors Courses, Five points
- Advanced Placement (AP) Courses, 10 points
- Dual Enrollment Courses:
  a. 10 points, whenever the college course taken is equivalent to an AP high school course for which the student has not already taken and received quality points, as determined by the individual institution the Dual Enrolled student is attending. ~~recommended and approved by the Chief Academic Officer.~~
  b. For select courses, the Office of Curriculum and Instruction may assign quality points based upon the following criteria: ~~A waiver for consideration of quality points (5 or 10) may be submitted to the Office of Curriculum and Instruction for Dual Enrollment Courses taken by students which meet the following criteria:~~
     - Demonstrates rigor;
     - Serves as a replacement for an on-campus course receiving quality points; or,
     - Exceeds the highest instructional level course available at the local high school.

II. CLASS RANKING/HONOR ROLLS

The graduating senior with the highest class ranking, as determined by weighted NGA, will be recognized as Valedictorian. The student with the second highest class ranking, as determined by weighted NGA, will be recognized as Salutatorian. The weighted NGA will be calculated to four decimal places or more until a tie is resolved.

Students participating in the Dual Enrollment program are also eligible for Valedictorian or Salutatorian recognition per statutory requirements. A Dual Enrollment student who moves into the local school system after his or her sophomore year and has not taken any courses on site at the participating eligible high school will not be eligible for Valedictorian or Salutatorian recognition. Transfer credit used for Valedictorian or Salutatorian will be accepted only from

an Accredited School in accordance with Board Policy on Awarding Units of Credit and Acceptance of Transfer Credit and/or Grades (JBC(4)).

III. CUMULATIVE AVERAGE AND HONOR GRADUATE STATUS

The distinction of Honor Graduate will be awarded to graduating seniors who have a weighted NGA of 90 or above.

IV. HONOR ROLL PLACEMENT

High school students will be placed on the Honor Roll when their weighted NGA is 90 or above.

ADOPTED: August 2, 2001
REVISED: ~~July 16, 2020~~ June/July, 2022

Cherokee County Board of Education

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	C-3

Title

Approval of Divisive Topics Policy (IGF) - - on First Reading

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Divisive Topics Policy (IGF) - - on First Reading

Summary Explanation and Background

O.C.G.A. § 20-1-11, which was created by House Bill 1084 (2022 Legislative Session), required the State Board of Education to promulgate a model policy to assist schools and local school systems with establishing a curriculum review and complaint resolution process that meets statutory requirements. The law required the promulgation of this model policy by the State Board no later than July 1, 2022, and the adoption of a complaint resolution policy by local boards of education and the governing bodies of each charter school by August 1, 2022. The attached reflects the application of the statute.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

Policy (IGF)

Source of Additional Information

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

(ALL NEW)

POLICY FOR THE "PROTECT STUDENTS FIRST ACT"

The Cherokee County Board of Education welcomes and values input from parents/guardians relative to curriculum review and establishes the following as a complaint resolution process in this regard:

A. Definitions:

1. "Divisive Concepts" means any of the following concepts, including views espousing such concepts:
   a. One race is superior to another race;
   b. The United States of America is fundamentally racist;
   c. An individual, by virtue of his or her race, is inherently or consciously racist or oppressive toward individuals of other races;
   d. An individual should be discriminated against or receive adverse treatment solely or partly because of his or her race;
   e. An individual's moral character is inherently determined by his or her race;
   f. An individual, solely by virtue of his or her race, bears individual responsibility for actions committed in the past by other individuals of the same race;
   g. An individual, solely by virtue of his or her race, should feel anguish, guilt or any other form of psychological distress;
   h. Performance-based advancement or the recognition and appreciation of character traits such as hard work ethic are racist or have been advocated for by individuals of a particular race to oppress individuals of another race; or
   i. Any other form of race scapegoating or race stereotyping.
2. "Espousing personal political beliefs" means an individual, while performing official duties as part of his or her employment or engagement with a school or local school system, intentionally encouraging or attempting to persuade or indoctrinate a student, school community member, or other school personnel to agree with or advocate for such individual's personal beliefs concerning divisive concepts.
3. "Race scapegoating" means assigning fault or blame to a race, or to an individual of a particular race because of his or her race. Such term includes, but is not limited to, any claim that an individual of a particular race, consciously and by virtue of his or her race, is inherently racist or is inherently inclined to oppress individuals of other races.
4. "Race stereotyping" means ascribing character traits, values, moral or ethical codes, status, or beliefs to an individual because of his or her race.

B. Requirements:

1. The School District prohibits its employees from discriminating against students and other employees based on race.

2. The School District will ensure that curricula and training programs encourage employees and students to practice tolerance and mutual respect and to refrain from judging others based on race.
3. The School District may provide curricula or training programs that foster learning and workplace environments where all students, employees, and school community members are respected; provided, however, that any curriculum, classroom instruction, or mandatory training program, whether delivered or facilitated by school personnel or a third party engaged by a school or the School District, will not advocate for divisive concepts.
4. Nothing in this Policy will be construed or applied to:
    a. Inhibit or violate the rights protected by the Constitutions of Georgia and the United States of America or undermine intellectual freedom and free expression;
    b. Infringe upon the intellectual vitality of students and employees of the School District;
    c. Prohibit the School District from promoting concepts such as tolerance, mutual respect, cultural sensitivity, or cultural competency; provided, however, that such efforts do not conflict with the requirements of Code section 20-1-11 and other applicable laws;
    d. Prohibit a school administrator, teacher or other school personnel, or an individual facilitating a training program from responding in a professionally and academically appropriate manner and without espousing personal political beliefs to questions regarding specific divisive concepts raised by students, school community members or participants in a training program;
    e. Prohibit the discussion of divisive concepts, as part of a larger course of instruction, in a professionally and academically appropriate manner and without espousing personal political beliefs;
    f. Prohibit the full and rigorous implementation of locally approved curriculum linked to Georgia Standards of Excellence, Advanced Placement, International Baccalaureate Diploma Program, dual enrollment coursework, or elements of such curricula; provided, however, that such implementation is done in a professionally and academically appropriate manner and without espousing personal political beliefs;
    g. Prohibit the use of curricula that addresses the topics of slavery, racial oppression, racial segregation, or racial discrimination, including topics relating to the enactment and enforcement of laws resulting in racial oppression, segregation, and discrimination in a professionally and academically appropriate manner and without espousing personal political beliefs;
    h. Create any right or benefit, substantive or procedural, enforceable at law or in equity, by any party against the School District, or the departments, agencies, entities, officers, employees, agents, or any other personnel affiliated with the School District; or
    i. Prohibit a state or federal court or agency of competent jurisdiction from ordering training or other remedial action that discusses divisive concepts due to a finding of discrimination, including discrimination based on race.

C. Complaint Resolution:

No later than August 1, 2022, the School District will adopt a complaint resolution process to address complaints alleging violations of any provision of the subsections listed earlier in this Policy. The complaint resolution process will provide that:

1. A school or School District will not be required to respond to a complaint made pursuant to this Policy unless it is made by:
   a. A parent or legal guardian of a student enrolled at the school where the alleged violation occurred;
   b. A student who has reached the age of majority or is a lawfully emancipated minor who is enrolled at the school where the alleged violation occurred; or
   c. An individual employed as a school administrator, teacher, or other personnel at the school where the alleged violation occurred;
2. The complaint will first be submitted in writing to the Principal of the school where the alleged violation occurred;
3. The complaint will provide a reasonably detailed description of the alleged violation; (see guidance)
4. Within five (5) school days of receiving the complaint; the Principal or School District designee will review the complaint and take reasonable steps to investigate the allegations contained in the complaint;
5. Within ten (10) school days of receiving the complaint, the Principal or School District designee will confer with the complainant;
   a. The Principal or School District designee will inform the complainant whether a violation occurred, in whole or in part;
   b. If a violation occurred, in whole or in part, the Principal or School District designee will inform the complainant of what remedial steps have been taken or will be taken; provided that the confidentiality of student or personnel information will not be violated;
   c. Another schedule may be mutually agreed upon by the complainant and the Principal or School District designee regarding this ten (10) days response limit.
6. Following such conference, within three (3) school days of a request by the complainant, the Principal or School District designee will provide to the complainant:
   a. A written summary of the findings of the investigation, and
   b. A statement of remedial measures, if any, provided, however, that such written response will not disclose any confidential student or personnel information.
7. The determinations provided above will be reviewed by the local Superintendent or School District designee within ten (10) school days of receiving a written request for such review by the complainant addressed to the Superintendent/School District designee; provided, however, that confidential student or personnel information will not be subject to review pursuant to this paragraph;

   The decision of the Superintendent/School District designee following the review provided for in the above subparagraph 6 above will be subject, within a reasonable length of time, to review by the School Board as provided for in Code Section 20-2-1160; provided, however, that confidential student or personnel information will not be subject to review pursuant to this subparagraph.

8. Following a decision by the School Board regarding a complaint made, any party listed in the original complaint (complainant, employee who allegedly committed the violation) who is aggrieved by the decision of the School Board will have the right to appeal such decision to the Georgia State Board of Education for a hearing as provided in Code Section 20-2-1160.
9. Nothing in this Policy will be construed to prohibit any cause of action available at law or in equity to a complainant who is aggrieved by a decision of the School Board.

D. Records Request

1. Any individual described in this Policy will have the right at any time, including prior to filing a complaint, to request, in writing, from the Superintendent or Principal nonconfidential records which he or she reasonably believes may substantiate a complaint under this Policy. The Superintendent or Principal will produce such records for inspection within a reasonable amount of time not to exceed three business days of receipt of a request.
2. In those instances where some, but not all, of the records requested are available for inspection within three business days, the Superintendent or Principal will make available within that period such records that are available for inspection.
3. In any instance where some or all of such records are unavailable within three business days of receipt of the request, and such information exists, the Superintendent or Principal will, within such time period, provide the requester with a description of such records and a timeline for when the records will be available for inspection and will provide the records or access thereto as soon as practicable but in no case later than 30 days after receipt of the request.
4. If the Superintendent or Principal denies a parent's request for records or does not provide existing responsive records within 30 days, the parent may appeal such denial or failure to respond to School Board. The School Board must place such appeal on the agenda for its next public meeting. If it is too late for such appeal to appear on the next meeting's agenda, the appeal must be included on the agenda for the subsequent meeting.
5. Nothing in this subsection will be construed to prohibit any cause of action available at law or in equity to a parent who is aggrieved by a decision of the School Board made pursuant to this Policy.

E. Other

Provisions contained in this Policy will not be subject to waivers pursuant to Code Section 20-2-82 for a strategic waivers school system; and, Code Section 20-2- 244 for the School District.

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	D-1

Title

SY2022-23 Proposed School Fund-Raising Activities List

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Authorized School Fund-Raising Activities for SY2022-23

Summary Explanation and Background

Cherokee County School District Policy regarding Solicitations (JK) requires all school-sponsored and/or student participation in fund-raising activities to be approved in advance by the School Board and to conform to the Policies of the State Board of Education. As such, the Superintendent and staff have developed the attached inclusive list of annual fund-raising projects and activities to be pre-authorized by the School Board for SY2022-23.

School Principals utilizing fund-raising projects and activities from the attached list, after the School Board's subsequent approval, will be able to request and receive more timely approval for such projects directly from the Office of Financial Management. All newly-introduced fund-raisers or sales projects involving student participation which are not included on the attached Board-approved list will be submitted to the School Board for approval, as specified in School Board Policy (JK).

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

SY2022-23 Proposed School Fund-Raising Activities List

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Kenneth Owen	770.479.1871

CHEROKEE COUNTY SCHOOL DISTRICT ◆ BOARD OF EDUCATION-PROPOSED
2022-23 SCHOOL FUND-RAISING ACTIVITIES

- Advertisement/Banner Sales
- After School Classes
- Amazon Wishlist
- Art Fair
- Artwork Keepsakes
- Athletic Camps
- Bake/Cake Sale
- Balloon Animals
- Band Program Sales
- Basket Sales
- Battery Sale
- Battle of the Bands
- Bed Sheet Sales
- Bingo (Permit Required)
- Blanket Sales
- Book Fair/Swap
- Business Discount Cards
- Calendar Sales
- Candle Sales
- Car Show
- Car Wash
- Catalog Sales
- CD Sales
- Celebrity Prisoner
- Children's Garden
- Clock Sale
- Clothes Sale
- Club Fees
- Collections

  (Coin, Receipts)
- Comedy/Hypnosis show
- Concert in the Park
- Concert Tickets
- Concession Sales
- Cookbook Sales
- Costumes for a Cause
- Coupon Cards
- Craft Fair
- Crowd Funding (Internet/Social Media-based fundraising)
- Designated Day

  (Crazy Hair, Dr. Seuss, Hat, Jeans, Pajama, Pink Out, Sunglasses, A Day Without Shoes, Physicals, Field, Dress like a Secret Agent)
- Designated Nights

  (Bowling, Casino, Family Fun, Movie, Orchestra, Parents Night Out, Skate, Spirit, Trivia, Knight of Jazz, Restaurant Sponsors)
- Dances
- Dinner/Movie/Musical
- Donations

  (Clothes, Money, Food, Toys, Shoes)
- Drum Show
- Duck Sales
- DVD Sales
- Earth Day Fundraiser
- Engraving
- Exam Survival Kits
- Face Painting, Temporary Tattoos
- Faculty Student Intramural Game
- Fall Festival
- Fan Card
- Fashion Show
- Field Trip Scholarship
- Film and Music Festival
- Final Exam Survival Kits
- Firewood Sale
- Floral/Plant/Seeds Sale
- Food Brochure Sales
- Food Truck Sales
- Game Cards Sales
- Gift Certificates
- Gold Rush Party
- Headphone Sales
- Holiday Sales

  (Treat Bags, Trees, Wreaths/Evergreen, Santa Gift Shop, Saturday with Santa, Holiday Workshop)
- Home Décor (Cherrydale)
- Home Run Pledge
- Jewelry Sales
- Jump Rope for Heart
- Kids Camp
- Label Redemption of Food
- Ladies Football Game
- Laundry Detergent Sales
- Lego Building Competition
- Letter Writing Campaign
- Luminary Sales
- Magazine Sales
- Makeovers
- Massages (Adults)
- Matchmaker Game
- Math-a-thon
- Mattress Sales
- Megaphone Sales
- Message Marquee/Rock/Giving Tree
- Motorcycle Rally
- Nail Polish Sale
- No Shave Contest
- Notepad Sales
- Online Shopping
- Pageant
- Paint Along (Bob Ross)
- Paint Port-a-Potty
- Pampered Chef
- Pencil Sale
- Personalized Agenda Sales
- PE Clothing Sales
- Rentals (Facility, Lockers, Locks)
- Photo Contest
- Physicals
- Pictures

  (Family, K Cap & Gown, Panoramic, School, Buddy)
- Pine Straw & Mulch Sale
- Pocketbook & Accessories
- Practice Test Sales
- Raffles (Permit Required)
- Recycling

  (Aluminum Can Collection, Bags, Books, Cell Phones, Ink Cartridges)
- Restaurant Fundraisers
- Rock-a-thon
- Runs/5K Race/Jogathon
- Silent Auction
- School Cafes
- School Dance
- School Logo
- School Programs
- School Store
- School Supplies/online/kits/stores
- Special Grams

  (Candy, Singing, Thank you, St. Patrick's Day, Valentine's)
- Speed Stacks
- Spirit Sales

  (Car Flags, Car Magnetic Signs, Cheerleading Dolls, Coffee Mugs, Flip-Flops, Spirit Wear, Spirit Squares, Yard Signs, Socks, Jewelry)
- Spring Festival
- Spring Musical
- Sponsorships
- Stadium Chair Sales
- Sticker Vendor Machine
- Student Supply Kits
- Student Tribute Page
- Student vs. Faculty Events
- Surveys
- Talent Show
- Teacher Karaoke
- Teacher Luncheon
- Teacher Treats
- Technology Protection Screens
- Tickets

  (Falcons, Braves, Prom, Athletic Competition)
- Tournaments
- Trash Bag Sales
- Travel Cup Sales
- Tumbler Sales
- Tupperware Sales
- Video Game Competition
- Video Yearbook Sale
- Vocal Camp
- Wrap a Locker
- Wrapping Paper Sales
- Wristband Sales
- Yard Sales
- Yard Signs
- Yearbook Sales

Notes:

Food and drink sales to students from midnight to ½ hour after end of official school day--School Nutrition Department (SND) approval is required to ensure Federal USDA Nutritional Standards are met.

Food and drink sales to adults during and after school hours are exempt from SND program nutritional standards requirements.

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	E-1

Title

Out of State Travel Request

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Out of State Travel

Summary Explanation and Background

See attachment for out of state travel requests to attend professional conferences.

Priority Area

Quality Workforce

Financial Impact

See Legend on Attached Out of State Travel Requests

Exhibits: (List)

Attached Out of State Travel Requests

Source of Additional Information

Dr. Nicole H. Holmes	770.479.1871
Dr. Keith A. Bryant	770.479.1871
Dr. Julie Dutko	770.479.1871

OUT OF STATE TRAVEL REQUESTS

Name	School	Dates	Reason	Place	Cost
Dr. Krista Webb, Coordinator	Division of Curriculum and Instruction	09.28.22 - 09.30.22	*To attend Best Practices and Innovations in Career Technical Education (CTE) Conference*	North Falmouth, MA	$1,602 ●
Dr. Krista Webb, Coordinator	Division of Curriculum and Instruction	11.30.22 – 12.03.22	*To attend Association for Career and Technical Education (ACTE) Career Tech VISION Conference*	Las Vegas, NV	$1,519 ●

Legend

● – Carl Perkins Funds, SY2022-23

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	E-2

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 H. Holmes	770.479.1871

ATTACHMENT: OVERNIGHT AND OUT-OF- STATE FIELD TRIPS

I. Curriculum-Based Trips

School	Grade	Date	Destination	Reason/Nature
Freedom MS	6	10.24.22 – 10.26.22	Lake Wylie, SC	Freedom MS students will focus on science and math standards and team building at Camp Thunderbird.
Creekview HS	9 – 12	10.25.22 – 10.29.22	Indianapolis, IN	Future Farmers of America (FFA) students will attend the National FFA Convention.

II. Student Activities/Athletic-Based Trips

School	Grade	Date	Destination	Reason/Nature
Cherokee HS	9 – 12	03.29.23 – 04.02.23	New York, NY	The Cherokee HS Chorus will be traveling to New York to perform at St. Patrick's Cathedral.
Freedom MS	8	03.22.23 – 03.26.23	Orlando, FL	The Freedom MS 8th Grade Chorus and Band will be traveling to Orlando, FL to participate in Festival Disney.
Teasley MS	7 – 8	03.29.23 – 04.02.23	Orlando, FL	The Teasley MS 7th and 8th Grade Chorus will be traveling to Orlando, FL to participate in a Disney chorus workshop.

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	F-1

Title

Special Lease Agreements

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of the Special Lease Agreements

Summary Explanation and Background

Pursuant to the School Board's Community Use of System Facilities Policy (KG), special lease agreements applicable to non-school allied groups (users applying for extended use of school facilities who are required to pay rental fees) and for-profit summer camps, summer recreational leagues and/or any activities where Cherokee County School District employees are compensated, must be recommended by the Principal to the Superintendent for consideration of approval by the School Board prior to use of the facility. Extended use is defined as an event involving four or more consecutive days or for recurring activities.

Attached detailed synopsis of the special lease agreements, which adhere to the guidelines stipulated for such use and which have been approved by the Principal and Superintendent.

The allowance of these special lease agreements to occur will ultimately be determined by the Superintendent. That determination will be based on current and emerging COVID-19 related guidance from Federal, State and Local health officials.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

See Attachment

Source of Additional Information

Trey Moores	770.479.1871
Scott Krug	770.479.1871

Special Lease Agreements July 2022

School Facility: Etowah HS

Event Dates: Sundays – 7.24.2022 – 12.31.2022

Name of Organization: Thrive Chapel

Director of Activity Name: Sean Jazdzyk

Object or purpose: Church Services

Term: 6 months

Areas: Auditorium, restrooms, two classrooms

School Facility: Hickory Flat ES

Event Dates: One Friday per month – 9/9/2022 – 4.21.2023

Name of Organization: Rise Up! 4 Christ

Director of Activity Name: Jessica Mosley

Object or purpose: Character Development

Term: 7 months

Areas: GYM, restrooms

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	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: 7/21/2022

Certified Recommendations

Name	Location	Position	Start Date
White, Susan	Ball Ground Preschool	PreK Teacher	7/25/2022
Eastep, Allison	Boston Elem School	Speech Language Pathologist	7/25/2022
Schwarz, Alexandria	Carmel Elem School	2nd Grade Teacher	7/25/2022
Dixon, Teri	Carmel Elem School	Sped IRR Teacher	7/25/2022
Patterson, Natalie	Cherokee High School	ESOL Teacher	7/25/2022
McGee, Carmen	Cherokee High School	Foreign Languages Teacher	7/25/2022
Arrowood, Taralee	Cherokee High School	Language Arts Teacher	7/25/2022
Allen, Emily	Cherokee High School	Science Teacher	7/25/2022
Marion, Michele	Cherokee High School	Sped IRR Teacher	7/25/2022
Brooks, Lisa	Cherokee High School	Sped IRR Teacher	7/25/2022
Byers, Tracy	Cherokee High School	Sped IRR Teacher	7/25/2022
Skowronski, Amy	Clark Creek Elem School	3rd Grade Teacher	7/25/2022
Crabb, Andrea	Clark Creek Elem School	4th Grade Teacher	7/25/2022
Dunlap, Rachel	Clayton Elem School	Kindergarten Teacher	7/25/2022
Gillespie, Tiffany	Creekland Mid School	7th Grade Teacher	7/25/2022
West, Teresa	Creekland Mid School	Sped MI-MOD Teacher	7/25/2022
Jacomine, Terri	Creekview High School	Career Teacher	7/25/2022
Grund, Emily	Creekview High School	Facilitator	7/25/2022
Menkara, Amira	Creekview High School	Language Arts Teacher	7/25/2022
Dutton, Kimberly	Creekview High School	Media Specialist	7/25/2022
Savasir, Adem	Dean Rusk Mid School	6th Grade Teacher	7/25/2022
Bradfield, Amanda	Dean Rusk Mid School	7th Grade Teacher	7/25/2022
Baxley, Joy	Dean Rusk Mid School	7th Grade Teacher	7/25/2022
Weaver, Mallory	Dean Rusk Mid School	Counselor	7/25/2022
Kyle, Sydney	Dean Rusk Mid School	Sped Autism Teacher	7/25/2022
Oduselu, Jeanette	E.T. Booth Mid School	8th Grade Teacher	7/25/2022
Gibbs, Mary Jo	E.T. Booth Mid School	Counselor	7/25/2022
Teal, Lonna	E.T. Booth Mid School	Sped IRR Teacher	7/25/2022
Irish, Kristin	E.T. Booth Mid School	Sped IRR Teacher	7/25/2022
Kemper, Victoria	Etowah High School	Social Studies Teacher	7/25/2022
Klein, Reggie	Etowah High School	Sped IRR Teacher	7/25/2022
Landram, John	Etowah High School	Sped IRR Teacher	7/25/2022
Wilkie, Ciara	Hasty Elem School	ESOL Teacher	7/25/2022
Beyer, Kristie	Hasty Elem School	ESOL Teacher	7/25/2022
Lynes, Marjorie	Hasty Elem School	Sped IRR Teacher	7/25/2022
Wells, Hope	Hasty Elem School	Sped IRR Teacher	7/25/2022
Wilcox, Emily	Holly Springs Elem School	3rd Grade Teacher	7/25/2022
Evans, Gina	Holly Springs Elem School	Sped EBD Teacher	7/25/2022
Mattson, Allyson	J Knox Elem School	3rd Grade Teacher	7/25/2022
Luna, Jillian	J Knox Elem School	4th Grade Teacher	7/25/2022
Post, Katie	Johnston Elem School	2nd Grade Teacher	7/25/2022
Psalmonds, Ginger	Johnston Preschool	Sped Preschool Teacher	7/25/2022
Acevedo, Nancy	L.R. Tippens Center	Social Worker	7/25/2022
Wuestefeld, Kathryn	Liberty Elem School	EIP Teacher	7/25/2022
Reynolds, Rebecca	Liberty Elem School	Sped IRR Teacher	7/25/2022
May, Karalyn	Macedonia Elem School	1st Grade Teacher	7/25/2022
Wilson, Amy	Mill Creek Mid School	Sped IRR Teacher	7/25/2022

Cherokee County School District

G1 Summary Report

BOE Meeting Date: 7/21/2022

Certified Recommendations

Name	Location	Position	Start Date
Radney, Carson	River Ridge High School	Career Teacher	7/25/2022
Roman, Brian	River Ridge High School	Fine Arts Teacher	7/25/2022
Yatsko, Erin	River Ridge High School	Language Arts Teacher	7/25/2022
Becigneul, Leigh	River Ridge High School	Language Arts Teacher	7/25/2022
Dominguez, Lena	River Ridge High School	Math Teacher	7/25/2022
Shirilla, Krista	River Ridge High School	Sped IRR Teacher	7/25/2022
Miller, Chana	Sequoyah High School	Career Teacher	7/25/2022
Klann, Detlef	Sequoyah High School	JROTC Teacher	7/6/2022
Britton, Wittne	Sequoyah High School	Math Teacher	7/25/2022
Kupfer, Ashley	Sixes Elem School	1st Grade Teacher	7/25/2022
Folsom, Jayme	Sixes Elem School	2nd Grade Teacher	7/25/2022
Irvin, Lindsey	Teasley Mid School	6th Grade Teacher	7/25/2022
Hutto, Barrett	Teasley Mid School	7th Grade Teacher	7/25/2022
Starr, Brendan	Teasley Mid School	7th Grade Teacher	7/25/2022
Madden, Jeremy	Teasley Mid School	8th Grade Teacher	7/25/2022
Read, Ariel	Woodstock Elem School	5th Grade Teacher	7/25/2022
Borel, Ronald	Woodstock High School	Career Teacher	7/25/2022
Middlebrooks, Amy	Woodstock High School	ESOL Teacher	7/25/2022
Devine, Sharon	Woodstock Mid School	6th Grade Teacher	7/25/2022
Judson, Nicole	Woodstock Mid School	6th Grade Teacher	7/25/2022
Morris, Jeffrey	Woodstock Mid School	7th Grade Teacher	7/25/2022
Coulter, Emma	Woodstock Mid School	Counselor	7/25/2022
White, Christian	Woodstock Mid School	Sped IRR Teacher	7/25/2022

Certified Transfers

Name	Location	Position	Start Date
No records found			

Certified Resignations/Terminations

Name	Location	Position	End Date
Quinton, Amy	Ball Ground Elem School	2nd Grade Teacher	6/1/2022
Cohen, Jonathan	Cherokee High School	Fine Arts Teacher	6/1/2022
Alexandersen, Richard	Cherokee High School	JROTC Teacher	6/10/2022
Hobbs, Rachel	Cherokee High School	Language Arts Teacher	6/1/2022
Ricker, Kathryn	Cherokee High School	Sped IRR Teacher	6/1/2022
Gaffney, Tammy	Cherokee High School	Sped IRR Teacher	6/1/2022
Grimes, Jennifer	Clark Creek Elem School	ESOL Teacher	6/1/2022
Autry, Elijah	Etowah High School	PE Teacher	6/1/2022
Manus, Caroline	Hickory Flat Elem School	Kindergarten Teacher	6/1/2022
Wasserman, Rachel	Holly Springs Elem School	Assistant Principal	6/2/2022
Gibbs, Kristina	Holly Springs Elem School	Instructional Lead Strategist	6/1/2022
Box, Tabatha	iGrad Virtual Academy	iGrad Teacher	6/1/2022
Beardon, Robbye	J Knox Elem School	4th Grade Teacher	6/1/2022
Barry, Melissa	Johnston Elem School	Art Teacher	6/1/2022
Goodwin, Holly	Liberty Elem School	Sped IRR Teacher	6/1/2022
Pama, Karen	Liberty Elem School	Speech Language Pathologist	6/1/2022
Gantz, Brooklyn	Macedonia Elem School	1st Grade Teacher	6/1/2022

Cherokee County School District

G1 Summary Report

BOE Meeting Date: 7/21/2022

Certified Resignations/Terminations

Name	Location	Position	End Date
Towriss, Amy	River Ridge High School	Math Teacher	6/1/2022
Nayman, Kendra	River Ridge High School	Sped IRR Teacher	6/1/2022
Lester, Benjamin	Student Services	Director	9/2/2022
Shaw, Darrius	Teasley Mid School	7th Grade Teacher	6/1/2022
Lohman, Tiffany	Teasley Mid School	7th Grade Teacher	6/1/2022
Laycock, Julie	Teasley Mid School	REP Teacher	6/1/2022
Mize, Ashley	Woodstock High School	Language Arts Teacher	6/1/2022
Holt, Jessica	Woodstock Mid School	Counselor	6/1/2022

Classified Recommendations

Name	Location	Position	Start Date
Dobbs III, Claude	Admin - Safety & Security	Police Officer	7/18/2022
Garcia, Patty	Admin - Safety & Security	Police Officer	7/18/2022
Streetman, Randy	Admin - Safety & Security	Security Support Specialist	7/1/2022
Thomas, Leslie	Arnold Mill Elem School	Clerical 3	7/13/2022
Whitener, Ashlie	Arnold Mill Elem School	School Nutrition Asst Manager	7/25/2022
Holder, Kayla	Ball Ground Elem School	School Nutrition Worker	7/26/2022
Jackson, Brandon	Business Information Services	Web Developer	8/8/2022
Turner, Angelique	Cherokee High School	School Nutrition Asst	7/26/2022
Shettle, Matthew	Construction	Director	8/16/2022
Hardy, Tiffany	Creekland Mid School	School Nutrition Asst Manager	7/25/2022
Collazo, Johan	Creekview High School	School Nutrition Asst	7/26/2022
Wood, Makaila	Dean Rusk Mid School	SI ParaPro	7/29/2022
Capozzi, Karen	E.T. Booth Mid School	SI ParaPro	7/29/2022
Powell, Brenda	Etowah High School	MI-MOD ParaPro	7/29/2022
Ellsworth III, Roderick	Etowah High School	MI-MOD ParaPro	7/29/2022
Hunter, Jacqueline	Hasty Elem School	SI ParaPro	7/29/2022
Bessellieu, Tawana	Hasty Elem School	T1 ParaPro	7/29/2022
Marin, Cecilia	Hickory Flat Elem School	SI ParaPro	7/29/2022
Schneider, Amanda	J Knox Elem School	EBD ParaPro	7/29/2022
Sheldon, Pamela	J Knox Elem School	IEP ParaPro	7/29/2022
de Jesus, Shannon	Johnston Elem School	Clerical 4	7/13/2022
Denham, Megan	Liberty Elem School	AU ParaPro	7/29/2022
Beaver, Hannah	Little River Elem School	EBD ParaPro	7/29/2022
Lepore, Jonathan	Maintenance	Maint Facility Tech	7/6/2022
Ackerman, Cody	Maintenance	Maint Facility Tech	7/6/2022
West, Terry	Maintenance	Maint Facility Tech	7/6/2022
LaBarbera, Kelly	Mill Creek Mid School	Clerical 3	7/13/2022
Stegall, Brandy	Mill Creek Mid School	IEP ParaPro	7/29/2022
Williams, Mardi	Oak Grove Preschool	PK ParaPro	7/29/2022
Cory, Rachael	Oak Grove Preschool	PK ParaPro	7/29/2022
Guterman, Kathleen	Oak Grove Preschool	PK ParaPro	7/29/2022
Benzel, Taylor	R.M. Moore Elem School	IEP ParaPro	7/29/2022
Johnson, Mark	School Nutrition	Coordinator	7/27/2022
Stewart, Stephanie	Sixes Elem School	SI ParaPro	7/29/2022
Barth, Sloane	Special Education	Clerical 6	10/3/2022
Kendra, Amanda	Teasley Mid School	IEP ParaPro	7/29/2022

Cherokee County School District

G1 Summary Report

BOE Meeting Date: 7/21/2022

Classified Recommendations

Name	Location	Position	Start Date
Cantley, Kelly	Teasley Mid School	School Nutrition Asst	7/26/2022
Bratcher, Gina	Transportation	Bus Attendant	7/29/2022
Adams, Katie	Transportation	Bus Driver	7/29/2022
Boyd, Jack	Transportation	Bus Driver	7/29/2022
Champion, Jay	Transportation	Bus Driver	7/29/2022
Cosper, Edward	Transportation	Bus Driver	7/29/2022
Duke, Gina	Transportation	Bus Driver	7/29/2022
Juarez, Luis	Transportation	Bus Driver	7/29/2022
Johnson, Donisha	Transportation	Bus Driver	7/29/2022
Karimha, Hamid	Transportation	Bus Driver	7/29/2022
Khomich, Oleksandra	Transportation	Bus Driver	7/29/2022
Killian, Charles	Transportation	Bus Driver	7/29/2022
Latty, Mark	Transportation	Bus Driver	7/29/2022
Levesque, Debra	Transportation	Bus Driver	7/29/2022
Pendley, Larry	Transportation	Bus Driver	7/29/2022
Schott, Christine	Transportation	Bus Driver	7/29/2022
Todd, Kristen	Transportation	Bus Driver	7/29/2022
Townsend, Ronnie	Transportation	Bus Driver	7/29/2022
Tucker, Heather	Transportation	Bus Driver	7/29/2022
Wilson, Cody	Transportation	Bus Driver	7/29/2022
Luina, Shannon	Woodstock Mid School	Vision ParaPro	7/29/2022

Classified Transfers

Name	Location	Position	Start Date
Anderson, Greer	Ace Academy	IDTRANS ParaPro	7/29/2022
Sexton, DeeJay	Clark Creek Elem School	Sped IRR Teacher	7/25/2022
Caesar, Jason	Etowah High School	PE Teacher	7/25/2022
Bergstrom, Rebecca	Etowah High School	Sped IRR Teacher	7/25/2022
Sareen, Deanna	Etowah High School	Sped MI-MOD Teacher	7/25/2022
Brannon, Haley	J Knox Elem School	4th Grade Teacher	7/25/2022
Foster, Sunshine	J Knox Elem School	Sped IRR Teacher	7/25/2022
Lowe, Amanda	Little River Elem School	Sped IRR Teacher	7/25/2022
Puccio, John	Maintenance	Maint Facility Zone Foreman	6/20/2022
Baldwin, Christine	Transportation	Bus Attendant	7/29/2022

Classified Resignations/Terminations

Name	Location	Position	End Date
Rivas, German	Admin - Safety & Security	Police Officer	7/15/2022
Patel, Keny	Business Information Services	Support System Analyst	8/15/2022
Jacobs, Rasheem	Etowah High School	MI-MOD ParaPro	5/31/2022
Camp, William	Freedom Mid School	IEP ParaPro	5/31/2022
Ashe, Krista	J Knox Elem School	IEP ParaPro	5/31/2022
Wakefield, Adrien	Liberty Elem School	AU ParaPro	5/31/2022
Shumaker, Crista	Mill Creek Mid School	IEP ParaPro	5/31/2022
Alonzo, Apolonia	R.M. Moore Elem School	Clerical 3	7/29/2022
Gray, Shannon	Special Education	Clerical 4	7/15/2022
Cosio, Elizabeth	Teasley Mid School	Clerical 3	6/3/2022

Classified Resignations/Terminations

Name	Location	Position	End Date
Lee, Joani	Teasley Mid School	SI ParaPro	5/31/2022
Henson, Shannon	Transportation	Bus Driver	5/31/2022
Bogert, Amber	Transportation	Bus Driver	5/31/2022
O'Donnell, Robert	Transportation	Bus Driver	5/31/2022
Jobe, Catherine	Transportation	Bus Driver	5/31/2022
Mielnicki, Stephanie	Transportation	Bus Driver	5/31/2022
Hawkins, John	Transportation	Bus Driver	5/31/2022
Stanley, Nicholaus	Transportation	Bus Driver	5/31/2022
Smith, Brooke	Transportation	Bus Driver	5/31/2022
Anderson, Kevin	Transportation	Bus Driver	5/31/2022
Roddy, James	Transportation	Bus Driver	5/31/2022
Charles, Tracy	Transportation	Bus Driver	5/31/2022
Parkes, Stacie	Transportation	Bus Driver	5/31/2022
Carruth, Tanner	Woodstock Elem School	AU ParaPro	5/31/2022
Wood, Sharon	Woodstock High School	IEP ParaPro	5/31/2022

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	H-1

Title

Holly Springs Tax Allocation District (TAD) Resolution/Intergovernmental Agreement

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Holly Springs Tax Allocation District (TAD) Resolution/Intergovernmental Agreement

Summary Explanation and Background

Pursuant to statutory provisions and the School Board's Critical Overcrowding Policy (FDBD), the School Board must approve a governmental entity's Tax Allocation District (TAD) proposal prior to implementation.

The criteria for evaluating that all proposals comply with the Board's policy pertaining to the proposed resolution and intergovernmental agreement, which was jointly developed by representatives of the parties and their attorneys, follows on the next page.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

$1,546,663 net of PILOT over 15 years

Exhibits: (List)

School Board Criteria for Evaluating Proposals

Board Policy FDBD/TAD Resolution/Intergovernmental Agreement

Source of Additional Information

Darrell Caudill, School Board Attorney	770.479.1406
Dr. Brian V. Hightower, Superintendent of Schools	770.479.1871
Kenneth Owen, Chief Financial Officer	770.479.1871

School Board Criteria for Evaluating Proposals:

A local governmental entity seeking School Board approval to establish a Tax Allocation District (TAD) or other authorized measure designed or intended to intercept or seek School Board approval to intercept school funding ("Tax Intercept Program" "TIP") is required to submit a written proposal in this regard to the School Board. The TIP proposal of such local governmental entity must be approved by the School Board prior to TIP implementation and must adhere to the following requirements:

- every local governmental entity seeking School Board approval of a proposed TIP is required to provide the public with timely, official notice regarding the manner in which TIP revenue will be generated (i.e., by freezing School District property taxes at current levels for the prescribed number of years authorized in the TIP);
- except as otherwise approved by the School Board, each TIP must be limited to development of public and commercial property (not residential);
- for the School District's strategic planning, budgeting and accountability purposes, all TIP financial/tax data (including the most recent three-year property appraisal data for all property within the proposed TIP) must be delineated in the proposal; additionally, the proposed TIP must also reflect the estimated amount of future revenue which will be lost by the School District for each year of TIP implementation . . . both at the proposal stage and, on an updated/actual basis, each year thereafter;
- the amount of time for a TIP to be utilized must be limited to no more than 20 years; and,
- a School District representative appointed by the Superintendent must be included on the local governmental entity's TIP planning committee for these purposes.

The Cherokee County Board of Education utilizes its facilities and establishes school attendance areas based upon current and projected enrollment, total student population and core capacity of facilities. Accordingly, the Superintendent will oversee processes by which the School District determines critically overcrowded schools and recommend appropriate solutions for subsequent utilization of the facilities.

I. STANDARDS FOR DETERMINING CRITICALLY OVERCROWDED SCHOOLS

1. Utilizing short- and long-term student enrollment projections and the 20-day student enrollment count of each school year, the Superintendent of Schools will evaluate impact of projected and actual student enrollment to determine critically overcrowded schools.

2. Schools will be deemed critically overcrowded when they exceed, or projected to exceed, 140% of their enrollment capacity, as reflected in the Cherokee County Inventory of School Housing (CCISH) and when they meet other criteria affecting overall capacity including, but not limited to the following: Available portables, classrooms needed for special programs, site limitations, cafeteria and other core capacity (e.g., parking, student lockers, cafeteria usage, water/septic/sewer requirements, space available for additional portables, etc.).

3. A current school attendance area map, present and projected student population demographic dates, a copy of the CCISH, and the current inventory of portables will be supplied to each critically overcrowded school for review by the Principal, staff, and community.

4. As a part of an inclusive review process, the Principal of each critically overcrowded school will consider strategies from the following menu for addressing critical overcrowding and forward all stakeholder-identified options to the Superintendent.

    a. Additional portables (dependent upon available portables and/or available funds to purchase, move, and/or hookup portables to be provided by the School District).

    b. Enrollment capping (i.e., school cannot accommodate any more students and new students will be assigned to designated schools that are less crowded).

    c. Flexible school day/week/monthly/year scheduling (including, but not limited to):
        (1) Extended school day
            (a)Multiple period high school day
            (b)Double sessions
        (2) Multi-track year-round education program
        (3) ½ day Kindergarten
        (4) Dual enrollment programs with institutions of higher learning
        (5) Other school day/week/month/year models that may be identified through this process.

d. Attendance area changes (in conjunction with the Attendance Area Focus Group Process).

e. Reconfigured grades/educational programs and sites, dependent on available capital funds to be provided by the School District and/or other individuals/groups/entities (including, but not limited to):

(1) Kindergarten Center
(2) Primary Grade Center (e.g., K-1, K-2, 1-2)
(3) Intermediate Grade Center (e.g., 3-5, 5-6)
(4) K-8 Center
(5) Single Grade Center (e.g., 6,9)
(6) Other configurations that may be identified by the Principal, staff~~,~~ and community through this process

f. Managing the overcrowded condition and employing methods to reduce the negative impact.

g. Other proposed options that will achieve the desired result (i.e., relieve overcrowding…without having to allocate additional capital outlay resources that are not available).

5. Alternative student enrollment options that impact other schools must be recommended collaboratively by both sending and receiving schools.

6. Criteria for determining preferred alternative student enrollment options for critically overcrowded schools include, but are not limited to, a review of the following:

a. Welfare, health and safety of students and faculty/staff

b. Impact on the overall facility~~,~~ (including ingress and egress problems)

c. Impact on facility core, such as campus cafeteria and media center

d. Amount of funding dedicated to the classroom through the instructional allocation (including, but not limited to, books, equipment, supplies and educational material).

e. Number of floating teachers

f. Divided/partitioned classrooms

g. Full classroom use of small rooms (e.g., resource rooms, conference rooms)

h. Class size (student/teacher/paraprofessional ratio)

i. Number of available portables and their impact on student learning potential and staff morale.

j. Site acreage

k. Playground/sports/recreation areas

l. Planned future renovations and /or replacement of facility

m. Restroom facilities

n. Impact on community/neighborhood

o. Analysis of fiscal impact

7. The Chief Support Services Officer (CSSO) will ensure that the Principal facilitates the following:

   a. Meets with the shareholders to review all options viewed as appropriate.

   b. Schedules day and evening presentations for stakeholders with equal time for each option deemed appropriate.

   c. Gains broad consensus on proposed alternative student enrollment options among staff, parents and other stakeholders. If consensus cannot be reached, the CCSO will make a recommendation to the Superintendent on a proposed alternative student enrollment option.

   d. Observes the pre-determined deadline for a recommendation in this regard to the Superintendent.

8. The Superintendent will make a recommendation if deemed necessary to the School Board regarding attendance area adjustments.

II. STANDARDS FOR ADDRESSING AND MITIGATING THE IMPACT OF DEVELOPMENT

1. The Superintendent and School Board will give developers of new residential subdivisions the opportunity to mitigate their impact upon the School District. Residents of any development in which the developer has chosen not to provide the requested level of mitigation that would offset some of the impact of said development will be given priority status for implementation of the aforementioned options.

2. A local governmental entity seeking School Board approval to establish a Tax Allocation District (TAD) or other authorized measure designed or intended to intercept or seek School Board approval to intercept school funding ("Tax Intercept Program" "TIP") is required to submit a written proposal in this regard to the School Board. The TIP proposal of such local governmental entity must be approved by the

School Board prior to TIP implementation and must adhere to the following requirements:

- every local governmental entity seeking School Board approval of a proposed TIP is required to provide the public with timely, official notice regarding the manner in which TIP revenue will be generated (i.e., by freezing School District property taxes at current levels for the prescribed number of years authorized in the TIP);

- except as otherwise approved by the School Board, each TIP must be limited to development of public and commercial property (not residential);

- for the School District's strategic planning, budgeting and accountability purposes, all TIP financial/tax data (including the most recent three-year property appraisal data for all property within the proposed TIP) must be delineated in the proposal; additionally, the proposed TIP must also reflect the estimated amount of future revenue which will be lost by the School District for each year of TIP implementation . . . both at the proposal stage and, on an updated/actual basis, each year thereafter;

- the amount of time for a TIP to be utilized must be limited to no more than 20 years; and,

- a School District representative appointed by the Superintendent must be included on the local governmental entity's TIP planning committee for these purposes.

ADOPTED: August 2, 2001
REVISED: July 16, 2020

Cherokee County Board of Education

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into as of _____ __, 2022 (the "Effective Date") by and between the CITY OF HOLLY SPRINGS, GEORGIA (the "City") and the CHEROKEE COUNTY SCHOOL SYSTEM a/k/a the CHEROKEE COUNTY SCHOOL DISTRICT (the "CCSD").

W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the CCSD do hereby agree, as follows:

ARTICLE I

Section 1.1. Definitions. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

"Board of Education” means the Cherokee County Board of Education, that elected entity which serves as the governing body responsible for the control and management of the CCSD.

"Bond Indenture" means, collectively and each respectively, the Trust Indenture, Bond Resolution, Bond Ordinance or other document pursuant to which one or more series of TAD Bonds or other forms of financing may be issued.

“CCSD” means the Cherokee County School District.

"CCSD Resolution" means that certain resolution adopted by the Board of Education of the CCSD on _____ ___, 2022 (and any subsequent Resolution affirming and/or amending the same) consenting to the inclusion of certain CCSD ad valorem taxes in the computation of the Tax Allocation Increments, authorizing the execution, delivery and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.

“CCSD Tax Allocation Increment” means that portion of the Tax Allocation Increment accruing from the TAD in each calendar year attributable to the ad

valorem taxes on real property levied by the CCSD for educational purposes in such calendar year.

"City" means the City of Holly Springs, Georgia.

"**City Resolution**" means that certain resolution adopted by the Holly Springs City Council, on December 7, 2015, amending the Holly Springs New Town Center Redevelopment Plan; amending the boundaries of the Holly Springs New Town Center Redevelopment Area; dissolving Tax Allocation District Number One – Holly Springs New Town Center and creating in its place Tax Allocation District Number Two – Downtown Holly Springs New Town Center; designating the boundaries of and establishing the tax allocation increment base of Tax Allocation District Number Two, and other related matters. Said City Resolution is attached to this Agreement as part of Exhibit "B".

"Commencement of Construction of Town Center Projects" means that one or more land disturbance permits shall have been issued to private parties for construction of one or more components of the Holly Springs Town Center Project as generally described in the Redevelopment Plan and illustrated in Exhibit "A" herein, which are anticipated to generate Tax Allocation Increments as estimated in the Redevelopment Plan. Such project or projects shall be defined as having commenced when expended construction costs constitute at least 5% of total project costs as defined in their respective building permits.

"County" means Cherokee County, Georgia.

"Excess Funds" means, during the duration of the TAD and following the issuance of TAD Financing, including bonds, notes and/or other forms of financing for so long as TAD Financings remain outstanding, in each calendar year, the amount by which the Real Property Tax Allocation Increment collected during such calendar year exceeds the amount required to make the Scheduled Debt Service Payments on the TAD Financing in each calendar year, to replenish any deficiency in any debt service reserve fund established for the TAD Financing under a Bond Indenture if bonds are issued, and required to be paid from Tax Allocation Increments pursuant to such Bond Indenture (such as, without limitation, to the extent required to be paid from Tax Allocation Increments by the Bond Indenture, rebate payments to the U.S. Treasury Department and, bond trustee's fees of the TAD Bonds), and to pay the PILOT pursuant to Sections 3.3(a) and 3.3(b) of this Agreement.

"Georgia Constitution" means the Constitution of the State of Georgia of 1983, as amended.

"Other Projects" mean, collectively, any specific redevelopment and/or capital improvement projects proposed to be undertaken in the TAD, which are not currently described in the Redevelopment Plan and are not included among the Town Center Master Plan Projects or TAD Projects as defined elsewhere in this Agreement. The City agrees not to commit the use of CCSD Tax Allocation Increments to support Other Projects without first obtaining majority approval from the Cherokee County Board of Education.

"Personal Property Tax Allocation Increment" means the amount of the tax allocation increment for each calendar year computed as provided in O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to personal property. This definition being included to confirm that Personal Property Tax Allocation Increment is **not** being pledged by the CCSD under the terms of this Agreement.

"**PILOT Parcels"** means any existing or future tax parcels to be created within the City of Holly Springs, TAD #2, the boundaries of which are more particularly described in the Redevelopment Plan attached as part of Exhibit "A" to this Agreement, upon which are identified as residential units (city homes and stacked flats/apartments or other structures intended for residential use) and may be constructed at any point after the effective date of this agreement and for which the City agrees to make an annual payment in lieu of taxes (PILOT) to the CCSD pursuant to Section 3.3(a) of this Agreement beginning on the 1st day of March, 2024 and continuing thereafter on the 1st day of March for so long as PILOT payments are payable hereunder.

"Real Property Tax Allocation Increment" means the amount of the tax allocation increment for each calendar year computed as provided in O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to real property.

"Redevelopment Agency" means the Holly Springs City Council, designated pursuant to O.C.G.A. § 36-44-4, to serve as the initial redevelopment agency for the TAD as determined by the City in the City Resolution in accordance with the Redevelopment Powers Law, and any successor redevelopment agency selected by the City in accordance with the Redevelopment Powers Law.

"Redevelopment Area" means that certain area located within the City created by and established as a redevelopment area (as defined in O.C.G.A. Section 36-44-3(7) of the Redevelopment Powers Law) by the City in the City Resolution and designated as "Holly Springs New Town Center Redevelopment Area", as more fully described in the City Resolution and the Redevelopment Plan.

"Redevelopment Costs" shall have the meaning set forth in Section 36-44-3(8) of the Redevelopment Powers Law.

"Redevelopment Plan" means that written plan of redevelopment for the Redevelopment Area adopted by the City in the City Resolution and designated as the "Downtown Holly Springs New Town Center Redevelopment Plan", as more fully identified in the City Resolution and attached as part of Exhibit "B".

"Redevelopment Powers Law" means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended.

"Residential Mitigation Charge" means a one-time fee to alleviate the effect of increased residential development upon the CCSD, to be assessed by the City upon certain new residential development to be constructed within the area of the TAD referred to as the New Town Center Project Area, for the specific purpose of implementing the "Holly Springs Downtown Master Plan," as more fully described in Section 3.3(c).

"Scheduled Debt Service Payments" means the aggregate scheduled principal and interest payments on the TAD Financing in each calendar year in accordance with a Bond Indenture, loan or other form of TAD financing, which shall include any scheduled sinking fund redemption payments on such financing in such year.

"Special Fund" means the special fund with respect to the TAD created pursuant to O.C.G.A. Section 36-44-11(c) of the Redevelopment Powers Law.

"State" means the State of Georgia.

"TAD Committee of the Redevelopment Agency" means the committee composed of the Mayor of the City of Holly Springs, the Chairman of the Holly Springs Downtown Development Authority, the Vice Chairman of the Holly Springs Downtown Development Authority, the Chairman of the Cherokee County Board of Commissioners, or his designee, and the Chairman of the Cherokee County Board of Education, or her designee, who are charged with reviewing any

changes and/or deviations from the original Town Center Master Plan as shown in Exhibit “A”. The committee makes recommendations for any proposed changes to the original Town Center Master Plan to the Redevelopment Agency. The Redevelopment Agency submits recommended changes and/or deviations to the governing bodies of the City of Holly Springs, the Cherokee County Board of Commissioners and the Cherokee County Board of Education for their consideration.

"TAD Financing" means those certain “Tax Allocation Bonds”, notes, other obligations or forms of financing issued by the City as defined in O.C.G.A. Section 36-44-3(12) of the Redevelopment Powers Law with respect to the New Town Center TAD that the City has issued since the TAD was formed (See Exhibit C for a summary of drawdowns from the Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond Series 2019 through 2021) and/or may issue in the future as necessary to implement the provisions of the Redevelopment Plan, as provided in the City Resolution, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times within the term of this agreement, and which may be repaid in full or in part with Tax Allocation Increments generated within the New Town Center TAD.

"Tax Allocation District (TAD)" means that certain area of the City within the Redevelopment Area defined and created as a tax allocation district (as defined in O.C.G.A. Section 36-44-3(13) of the Redevelopment Powers Law) by the City pursuant to the City Resolution and designated as the "City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center" (sometimes hereinafter referred to as the “New Town Center TAD” or “TAD Number Two”), as more fully described in the City Resolution and in the Redevelopment Plan.

"Tax Allocation Increment" means the tax allocation increment within the meaning of O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law with respect to the New Town Center TAD, including, without limitation, Real Property Tax Allocation Increment. The proportional share of accumulated Real Property Tax Allocation Increments attributable to the contributions of City, County and School District millage may also be referred to in this Agreement as City, County and School District Tax Allocation Increments, respectively. See Exhibit “D” for a summary of tax allocation district increment for the years 2019 through 2021.

“Tax Allocation Increment Base” with respect to the New Town Center TAD and within the meaning of O.C.G.A. Section 36-44-3(15) of the Redevelopment Powers

Law, means the taxable value of all taxable property subject to ad valorem property taxes, as certified by the state revenue commissioner on the effective date the New Town Center TAD was created pursuant to Code Section 36-44-8, in the amount of $16,426,360.

"Tax Allocation Increment Ratio" means that formula described within O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law, being that amount obtained by multiplying the total ad valorem property taxes, determined as provided in Code Section 36-44-9, levied within the TAD in any future year by a fraction having a numerator equal to that year's taxable value of all taxable property subject to ad valorem property taxes within the TAD minus the tax allocation increment base and a denominator equal to that year's taxable value of all taxable property subject to ad valorem property taxes within the TAD.

"Town Center Master Plan" means, collectively, redevelopment and/or capital improvement projects to be undertaken within or near the Holly Springs Town Center Project Area consisting of approximately 35 acres owned by the City or its Downtown Development Authority, within the TAD, for the specific purpose of implementing the "Town Center Master Plan" as generally described within the Redevelopment Plan and illustrated in Exhibit "A". The scope and definition of Town Center Master Plan Projects may be amended from time to time by the City and its Master Developer as approved by the TAD Committee of the Redevelopment Agency but shall be generally limited in location and scope to the area described in Exhibit "A". For purposes of this Agreement "Town Center Master Plan Projects" and "TAD Projects" shall have the same meaning and are used interchangeably.

ARTICLE II

Section 2.1. Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The TAD was duly created by the City pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution, and the TAD became effective on December 31, 2015. The Redevelopment Plan was duly adopted by the City pursuant to the Redevelopment Powers Law and the City Resolution.

(b) The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the TAD.

(c) The City has authorized and may authorize in the future, the issuance of TAD Financing, consisting of bonds or other forms of financing as may be necessary to implement provisions of the Redevelopment Plan to be repaid in full or in part by Tax Allocation Increment generated within the TAD.

(d) The City is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the County or CCSD for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide, and accordingly as a corollary, the Redevelopment Powers Law provides that the City may exercise its redevelopment powers and create redevelopment plans and tax allocation districts, and issue one or more series of bonds, notes or other obligations to finance, in whole or in part, the development costs within a tax allocation district and which are issued on the basis of pledging for the payment or security for payment of such bonds positive tax allocation increments derived from the tax allocation district, all or part of the general funds derived from the tax allocation district, and any other property from which the bonds may be paid as provided in the Redevelopment Powers Law.

(e) The City has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery, and performance of this Agreement.

Section 2.2. Representations of the Cherokee County School District. The CCSD makes the following representations as the basis for the undertakings on its part herein contained:

(a) The CCSD is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or

facilities the contracting parties are authorized by law to undertake or provide. Accordingly, as a corollary, the Redevelopment Powers Law provides that ad valorem taxes levied on real estate for educational purposes and derived from the Tax Allocation District may be included in the computation of Tax Allocation Increment for the Tax Allocation District with the consent of the Board of Education by duly adopted resolution, pursuant to O.C.G.A. §36-44-9(a).

(b) The CCSD has the power to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the CCSD from ad valorem property taxes levied by the CCSD on taxable real property within the TAD in the computation of the Real Property Tax Allocation Increment for the purposes set forth in the Holly Springs New Town Center Redevelopment Plan.

ARTICLE III

Section 3.1. Term of the Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until (i) all TAD Financing and eligible Redevelopment Costs have been paid in full; (ii) the New Town Center TAD has been terminated by Resolution for other reasons; or (iii) fifteen (15) years have elapsed from the Effective Date, whichever first occurs.

Section 3.2. Certification of Tax Allocation Increment Base. The City and the CCSD hereby agree that the Tax Allocation Increment Base for the City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center, as certified by the State Revenue Commissioner as of December 31, 2015 in the amount of $16,426,360, is the then taxable value of all real property subject to ad valorem property taxation located within the TAD, subject to all exemptions and exclusions provided by law, in accordance with O.C.G.A 36-44-10.

Section 3.3. Inclusion of CCSD Ad Valorem Property Taxes in Computation of Tax Allocation Increment. Pursuant to the Board Resolution, the CCSD hereby consents and agrees to inclusion of ad valorem taxes levied for educational purposes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD in accordance with the formula specified in Section 36-44-3(14) of the Redevelopment Powers Law, effective upon the issuance of Fiscal Year 2023 CCSD property tax bills issued during calendar year 2022. The CCSD further authorizes the County to collect and deliver CCSD Tax Allocation Increment to the City according to the

same procedures and timeline used by the County to collect and deliver County Tax Allocation Increments from the TAD.

(a) Payment in Lieu of Taxes (PILOT #1) Parcels. Commencing in Fiscal Year 2024, the City agrees to make an annual payment in lieu of taxes (PILOT) to the CCSD, as authorized by O.C.G.A. §36-44-3(8)(G), which equals the portion of the CCSD Tax Allocation Increment collected from all PILOT Parcels during the previous calendar year for which construction has been completed and residential units are either occupied or available for occupancy. A PILOT Parcel shall be classified as "completed" upon the issuance of a certificate of occupancy permit by the City and shall be subject to the annual PILOT beginning with the next real property tax payment collected from that PILOT Parcel and continuing annually on the 1st day of March, thereafter for as long as this Agreement remains in effect. A lump-sum payment for all completed PILOT parcels shall be made by the City to the CCSD within forty-five (45) days after the City's receipt of the first installment payment of CCSD Tax Allocation Increment for the TAD.

(b) Return of Excess Tax Allocation Increment as Payment in Lieu of Taxes #2 (PILOT #2). The City will make an annual PILOT #2 to CCSD as authorized by OCGA §36-44-3(8)(G), the amount of which shall be determined as follows:

(i) CCSD shall receive its pro rata share of excess funds in an amount equal to the annual growth in the aggregate value of the TAD digest in excess of 4% over the previous year's value. Any excess funds attributable to the annual growth in the aggregate value of the TAD digest of 4% or less over the previous calendar year's value shall be applied by the City to prepay the amount of TAD financing then outstanding.

(ii) Payments made as PILOT #2 shall be paid by the City within sixty (60) days after the end of each calendar year as authorized by OCGA §36-44-3(8) (G).

(c) In order to help alleviate the effect of increased residential development within the area of the TAD referred to as New Town Center Project Area consisting of approximately 35 acres owned by the City or its Downtown Development Authority, for the specific purpose of implementing the "Holly Springs Town Center Master Plan" illustrated in Exhibit "A", there shall be assessed a one-time "residential mitigation charge" to be contributed to the CCSD. The residential mitigation charge shall consist of $ 988.64 per single family detached unit, $ 391.36 per attached townhome unit and $ 391.36 per multifamily (including both for sale and rental) residential units, The estimated number and locations of single family detached, townhome and multi-family residential units

anticipated to be developed within the Holly Springs Town Center Master Plan" and subject to the residential mitigation charge, as of the effective date of this agreement, are also identified in Exhibit "A". Such fees shall be collected by the City from the respective builder/developer(s) upon the issuance of building permits for applicable residential construction and remitted to the CCSD on a quarterly basis pursuant to the Partnership Agreement Between the Cherokee County Board of Education and the City of Holly Springs dated October 17, 2019.

(d) CCSD authorizes the inclusion of CCSD Tax Allocation Increment to support the City's issuance of TAD Financing, for Town Center Master Plan Projects, subject to the terms of this Agreement. For Other Projects which are not part of the Downtown Master Plan and not described in the Redevelopment Plan, a resolution of the Board of Education shall be required in order to authorize the pledge of the CCSD Tax Allocation Increment to support the City's issuance of TAD Financing to Other Projects.

(e) The term of any or each TAD Financing for which the CCSD Tax Allocation Increment is to be pledged shall mature at such time or times not more than fifteen (15) years from the execution hereof.

(f) Upon the retirement of all outstanding TAD Financing, any funds derived from the CCSD Tax Allocation Increment remaining in the TAD Special Fund after all redevelopment costs have been paid or otherwise satisfied shall be paid to the CCSD within 60 days after the end of the calendar year in the same manner and in the same proportion as the most recent distribution by the CCSD, in accordance with the Redevelopment Powers Law.

Section 3.4. Inclusion of City Ad Valorem Property Taxes in Computation of Tax Allocation Increment and Payment of City Redevelopment Costs.

The City shall also pledge City ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD in accordance with the Redevelopment Powers Law. The City shall establish a TAD Special Fund for the purpose of accounting for the deposit and use of Tax Allocation Increments and shall deposit City Tax Allocation Increments into that Special Fund on a timely basis, consistent with general procedures and schedules governing County Tax Allocation Increments in Section 3.3. The following provisions apply to City Redevelopment Costs:

(a) The aggregate principal amount of any and all financing or refinancing issued by the City with respect to the TAD shall be determined on the basis of the judgment of qualified professionals as to the projected estimate of the Tax Allocation Increment.

(b) The City shall ensure and confirm in writing to CCSD that construction on one or more designated private development parcels within the Downtown Master Plan, as illustrated in Exhibit "A" herein, shall have commenced no later than December 31, 2023, meaning that at least one or more parcels which are anticipated to generate Tax Allocation Increments as estimated in the Redevelopment Plan, shall have been conveyed to private parties and shall have expended construction costs constituting at least 5% of total project costs as defined in their respective building permits.

(c) In the event the deadline set forth in subsection 3.4(b) is not met, the consent of the CCSD to the inclusion of its ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD shall automatically terminate as of December 31, 2023, unless the CCSD waives this deadline by Resolution. If the CCSD's consent so terminates, the CCSD's portion of Tax Allocation Increment accumulated and remaining in the Special Fund through such termination date shall be returned to the CCSD by the City within forty-five (45) days after the termination date.

(d) The City will provide to the CCSD commencing with calendar year 2023 and each calendar year thereafter (i) within thirty (30) days after the end of each such calendar year, an annual report regarding the status of redevelopment occurring within the TAD, forecasts of future development, the amount of positive Tax Allocation Increments generated by that development and the intended uses of Tax Allocation Increments generated within the TAD. The annual report will also include the City's estimate of the number of completed PILOT Parcels and calculation of CCSD Tax Allocation Increment associated with those PILOT Parcels for the calendar year. The City will also provide to the CCSD, within fifteen (15) days after issuance of the City's Annual Comprehensive Financial Report, a copy of the annual audit of, as applicable, the Redevelopment Agency for the TAD or the City, to include the amount of positive Tax Allocation Increment deposited into the TAD Special Fund, the Year-end Fund balance, the uses of such funds and all debt service obligations outstanding.

(e) The CCSD Tax Allocation Increment may be used for purposes consistent with the anticipated uses of estimated future TAD proceeds as specified in the Redevelopment Plan, including but not necessarily limited to the following:

(i) Capital costs, including reimbursement of City capital costs already incurred as identified in Exhibit "C", for land clearing and grading, acquisition of real property for redevelopment purposes, demolition of existing structures, environmental remediation, construction of parking structures and lots, sidewalks and water, sewer, stormwater, communications or related

infrastructure; intersection, transportation, streetscape and other roadway improvements, parks and outdoor civic meeting spaces. Capital costs for which the CCSD's increment may be used include infrastructure improvements that are interior to a specific project site but assist the overall redevelopment area as a whole.

(ii) TAD Financing costs, as authorized by O.C.G.A. §36-44-3(8); and

(iii) Professional service costs, imputed administrative costs and organizational costs, as authorized by O.C.G.A. §36-44-3(8).

(f) The City agrees that CCSD Tax Allocation Increments shall not be used for the vertical construction of publicly owned buildings intended for the provision of municipal services, such as a city hall or municipal building, city library, community or senior center, etc. and should any such buildings be constructed within the TAD, the cost of building construction shall be funded by sources other than Tax Allocation Increments. The construction of publicly owned parking structures which are necessary to service future development within the TAD is specifically excluded from the meaning of this provision.

(g) The City shall promptly notify the CCSD in writing of any special conditions, stipulations or requirements imposed at any time or from time-to-time hereafter by any other taxing authority with respect to the Tax Allocation Increments and the TAD. If so, elected by the CCSD, the CCSD shall be entitled to the benefit of any special financial conditions, stipulations or requirements with respect to the Tax Allocation Increments and the TAD imposed. The parties hereto may amend or supplement this Agreement to provide for such special financial conditions, stipulations or requirements imposed hereafter, and the City hereby agrees to enter into any such amendment or supplement to this Agreement required as aforesaid.

(h) The CCSD shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of CCSD ad valorem taxes in the computation of the tax allocation increments of the proposed TAD as provided herein.

(i) Should the City determine in the future to undertake a particular Project to be financed in whole or in part by Tax Allocation Increments or by some form of TAD Financing as defined herein, which is either located outside of the Town Center Master Plan project site identified in Exhibit “A”, or in addition to the incurred City redevelopment costs identified in Exhibit “C”, the City and the City's counsel and/or bond counsel promptly shall determine whether any amendment to this Agreement may be necessary in

connection with such Project and/or the issuance of TAD Financing for such Project, and in such event, the Mayor of the City of Holly Springs shall call a meeting of the TAD Committee of the Redevelopment Agency to discuss the proposed changes and/or deviations from the original Town Center Master Plan. If the Committee makes a recommendation to approve the changes and/or deviations from the approved Town Center Master Plan, the City shall promptly provide to the CCSD in writing reasonably detailed information on such Other Project and the proposed amendment to this Agreement, including, without limitation: the identity of the project participants, the affected real property, the proposed capital improvements and the estimated cost thereof, other associated costs, the nature and status of participation and financing commitments including any non-bond financing, the projected Tax Allocation Increments expected to be generated by such Project, the nature of and reason for the proposed amendment to this Agreement, and such other relevant information as may be reasonably requested by the CCSD ("Sufficient Information"). Upon receipt of Sufficient Information, the Board of Education must approve or deny the TAD Committee's recommendation.

(j) The CCSD agrees to cooperate with the City and the City's counsel and/or bond counsel and to duly consider any such proposed amendment to this Agreement that is necessary in connection with a particular Other Project and/or the issuance of TAD Bonds to finance such Other Project; provided, however, any such amendment shall be in form and substance reasonably acceptable to the CCSD, and provided further, however, the CCSD fully reserves the right to object to, and shall not be obligated to enter into, any proposed amendment that, in the reasonable judgment of the CCSD, presents a risk of adverse effect upon the interests of the CCSD. In such event the CCSD does not provide its consent to participate in the financing of such Other Project, City may not commit CCSD tax allocation increments to that Other Project but may choose to commit future City and County tax allocation increments if agreed by the City and County.

(k) Upon Commencement of Construction of the Downtown Master Plan by no later than December 31, 2023, as defined under Section 3.4(b) there shall be no distribution of Excess Funds to any party and said Excess Funds shall remain and accumulate in the Special Fund, as provided for in O.C.G.A. Section 36-44-11 to be used for the retirement of principal on outstanding TAD Financing and the payment of all approved City Redevelopment Costs, as quickly as possible. The City shall include in its annual reporting to the CCSD in accordance with Section 3.4(d) a calculation of the CCSD's pro rata share of accumulated Excess Funds, (based upon the percentage of the CCSD's millage rates as compared to the total millage rates, in each case, of taxes used in computing the Tax Allocation Increment for the TAD in each such year in accordance with the Redevelopment Powers Law, computed to the second decimal point) of the Excess Funds.

Provided, however, that if the City, the County and/or the Board of Education increase their respective tax millage rates on property located within the TAD, as provided in O.C.G.A. Section 36-44-15(a), the pro rata share described above shall be calculated based on the then existing percentage of the Excess Fund attributable to the ad valorem tax millage rate of the County, the Board of Education and the City, respectively.

(l) Any funds remaining in the TAD Special Fund after all approved redevelopment costs and all TAD Bonds have been paid or otherwise satisfied (i) to the extent such remaining funds are derived from Tax Allocation Increments, a portion of such funds shall be paid to the CCSD expeditiously (within 30 days after the end of the calendar year) in the same manner and the same proportion as the most recent distribution by the applicable collecting tax authority in accordance with the Redevelopment Powers Law or (ii) to the extent such funds are derived from other sources, a portion of such funds shall be paid to the CCSD expeditiously (within 30 days after the end of the calendar year) in proportion to the total contribution the CCSD made to the Special Fund as compared to the total contribution made by the County to the Special Fund and the total contribution made by the City to the Special Fund.

Section 3.5. Representation on the TAD Committee of the Redevelopment Agency. The City hereby agrees on behalf of its Redevelopment Agency that a TAD Committee of the Redevelopment Agency shall be established to consider TAD matters and shall include the Chairman of the Cherokee County Board of Education or her designee, as a voting member of such committee, with the same powers and voting rights as all other members of said committee. The Committee shall be responsible for reviewing and approving any changes and/or deviations from the original Town Center Master Plan and making recommendations to the governing bodies of the City, County and the CCSD.

ARTICLE IV

Section 4.1. Fees and Regulatory Charges. The City agrees that for a term of fifty (50) years to begin with the effective date of this Agreement, it will not impose, charge or otherwise attempt to collect any fees or regulatory charges from the CCSD related to construction or development of educational facilities within the City. As an example, those fees or charges may include but are not limited to building permit fees, land disturbance fees, impact fees, utility connectivity charges or stormwater mitigation fees. This provision is specifically agreed and determined to survive the term of this Agreement and is negotiated pursuant to ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution.

ARTICLE V

Section 5.1. No Set-Off. Nothing in this Agreement shall otherwise impair, diminish, or affect any other right or remedy available to the CCSD (i) as a result of the City's breach, default, or failure under this Agreement or (ii) to enforce the obligations of the City under this Agreement. No dispute or litigation between the City and the CCSD with respect to this Agreement shall affect any party's duties to perform its obligations or its rights or remedies while such dispute or litigation is pending.

Section 5.2. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

Section 5.3. Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

Section 5.4. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

Section 5.5. Survival of Warranties. All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

Section 5.6. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 5.7. Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the CCSD and the City. No waiver, release, or similar modification of this

Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the CCSD.

Section 5.8. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the CCSD at the addresses shown below or at such other addresses as may be furnished by the City and the CCSD in writing from time to time:

CITY: City of Holly Springs, Georgia
P.O. Box 990
Holly Springs, GA 30142
Attention: City Manager

CCSD: Cherokee County School District
1205 Bluffs Parkway
Canton, GA 30114
Attention: Superintendent of Schools

Section 5.9. Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

IN WITNESS WHEREOF, the City and the CCSD have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF HOLLY SPRINGS, GEORGIA

BY: _____

_____, Mayor

ATTEST: _____

_____, City Clerk

Approved as to Form:

_____, City Attorney

CHEROKEE COUNTY SCHOOL DISTRICT

BY: _____

_____, Chair
Board of Education

ATTEST: _____
Secretary
Cherokee County Board of Education

Approved as to Form:

_____, School District Attorney

Exhibit "A"
Description and Illustrative Project Site Plan: Town Center Master Plan

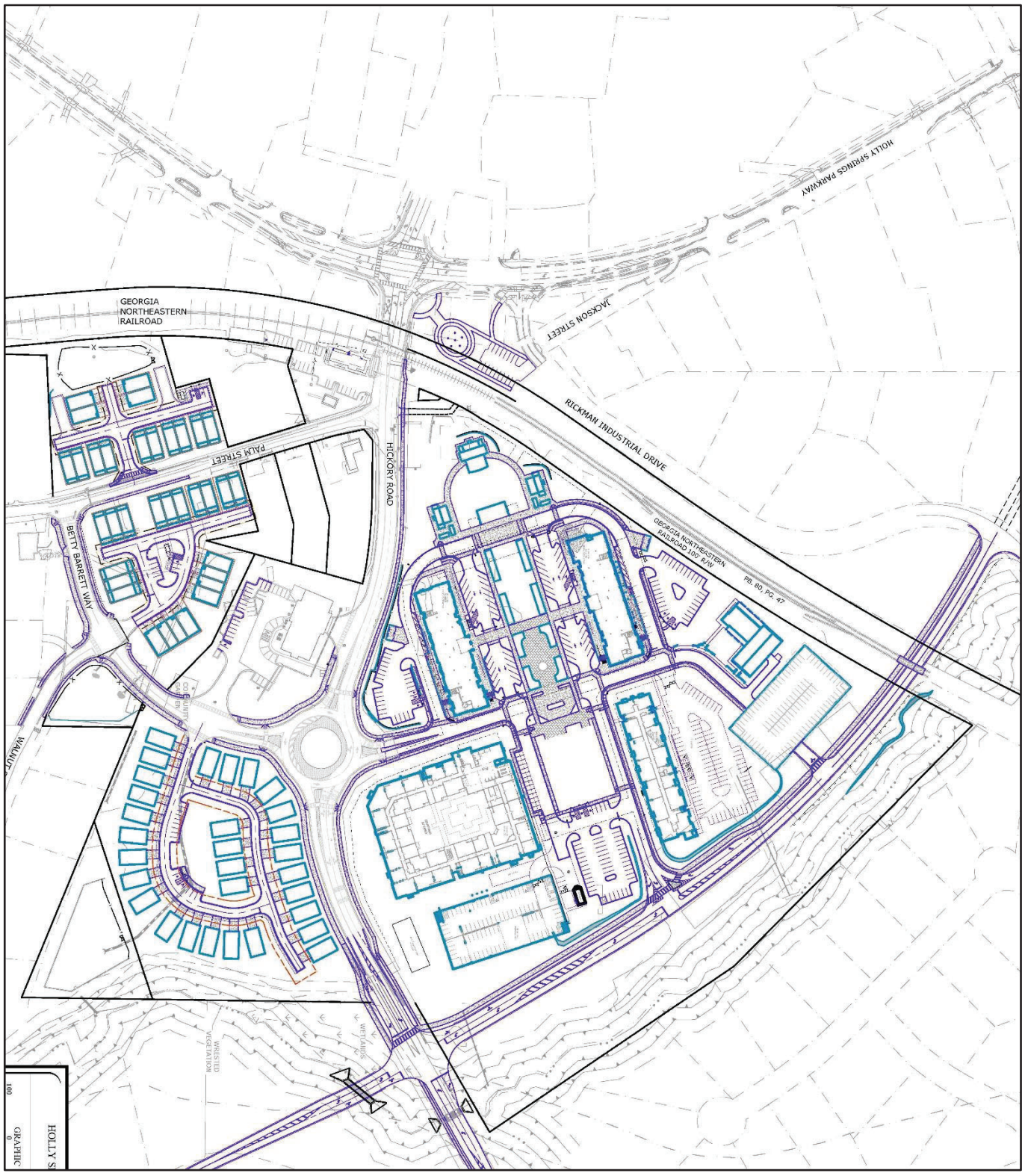


Exhibit "B"
Resolution Amending the Downtown Holly Springs Town Center Redevelopment Plan and Tax Allocation District Number Two – Downtown Holly Springs New Town Center: Approved December 7, 2015

RES-23-2015

A RESOLUTION AMENDING THE HOLLY SPRINGS TOWN CENTER REDEVELOPMENT PLAN; TO AMEND THE BOUNDARIES OF THE HOLLY SPRINGS TOWN CENTER REDEVELOPMENT AREA; TO DISSOLVE TAX ALLOCATION DISTRICT NUMBER ONE – HOLLY SPRINGS NEW TOWN CENTER; TO CREATE TAX ALLOCATION DISTRICT NUMBER TWO – DOWNTOWN HOLLY SPRINGS NEW TOWN CENTER TAX ALLOCATION DISTRICT; TO DESIGNATE THE BOUNDARIES AND ESTABLISH THE TAX INCREMENT BASE OF TAX ALLOCATION DISTRICT NUMBER TWO; TO ESTABLISH THE INTENT TO ISSUE AND SELL TAX ALLOCATION BONDS AND SUCH REDEVELOPMENT BONDS NECESSARY TO EFFECTUATE THE REDEVELOPMENT OF HOLLY SPRINGS TOWN CENTER REDEVELOPMENT AREA AND THE DOWNTOWN HOLLY SPRINGS PORTIONS OF THE REDEVELOPMENT AREA; TO AUTHORIZE THE CITY OF HOLLY SPRINGS, GEORGIA CITY COUNCIL TO ACT AS THE REDEVELOPMENT AGENCY TO IMPLEMENT THE AMENDED REDEVELOPMENT PLAN PURSUANT TO THE REDEVELOPMENT POWERS LAW; TO AUTHORIZE THE MAYOR TO EXECUTE ANY DOCUMENT RELATED HERETO, AND OTHERWISE TO PERFORM ALL ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR ALL OTHER PURPOSES.

WHEREAS, O.C.G.A. §36-44-1, *et seq.*, is known and may be cited as the Redevelopment Powers Law; and

WHEREAS, the Redevelopment Powers Law (O.C.G.A. §36-44-1, *et seq.*) provides for the exercise of redevelopment powers, the adoption of redevelopment plans, and the creation of tax allocation districts by municipalities in the State of Georgia; and

WHEREAS, a Redevelopment Plan was adopted for the Holly Springs Town Center Redevelopment Area pursuant to O.C.G.A. § 36-44-3(9) on December 19, 2005 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan covered and included the Holly Springs Town Center and Downtown Holly Springs in the Redevelopment Area as well as other properties in the City of Holly Springs; and

WHEREAS, the Holly Springs Town Center - Tax Allocation District Number One – covered the entire Redevelopment Area under the Redevelopment Plan; and

WHEREAS, the City has determined that, as there are no outstanding redevelopment costs in the existing Holly Springs Town Center Tax Allocation District Number One and it is in the best interest of the City of Holly Springs and its citizens, and that redevelopment Holly Springs Town Center and areas within Downtown Holly Springs, will best be served by the termination of the existing Holly Springs Town Center Tax Allocation District Number One and by the creation of a larger, separate tax allocation district to serve Downtown Holly Springs; and

WHEREAS, the City of Holly Springs proposes to amend the Holly Springs Town Center Redevelopment Plan by adjusting the proposed plan boundaries and to create a larger allocation

district to serve Downtown Holly Springs; and

WHEREAS, the City Council held public hearings at the meeting of November 30, 2015 and December 7, 2015, duly noticed as prescribed by law and published in the Cherokee Tribune and as set forth in the minutes of said meeting. The purpose of the meetings was to receive suggestions and comments on the proposed amendment and tax allocation district; and

WHEREAS, the City of Holly Springs desires to adopt and approve the amendments to the Holly Springs New Town Center Redevelopment Plan; and

WHEREAS, the City of Holly Springs desires to create Tax Allocation District Number Two, known as Downtown Holly Springs New Town Center.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF HOLLY SPRINGS, GEORGIA, AND IT IS HEREBY RESOLVED

Section 1. The City of Holly Springs finds and declares that the Holly Springs Town Center Redevelopment Area has not been subject to growth and development through private enterprise, and would not reasonably be anticipated to be develop without the approval of the amendments to the Redevelopment Plan.

Section 2. The City of Holly Springs finds and declares that the improvement of the Downtown Holly Springs portion of the Redevelopment Area is likely to enhance the value of a substantial portion of real property in the district.

Section 3. The amendments to the Redevelopment Plan are hereby approved and adopted, and the Amended Holly Springs Town Center Redevelopment Plan attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby adopted and approved as the Redevelopment Plan for the Downtown Holly Springs Redevelopment Area pursuant to the Redevelopment Powers Law O.C.G.A. § 36-44-1 et seq.

Section 4. The City of Holly Springs hereby creates the Tax Allocation District Number Two – Downtown Holly Springs New Town Center pursuant to the Amended Holly Springs Town Center Redevelopment Plan and the Redevelopment Powers Law.

Section 5. The Tax Allocation District Number Two – Downtown Holly Springs New Town Center is hereby created as of December 31, 2015, and shall continue in existence for thirty (30) years thereafter, or until all redevelopment costs, including financing costs and debt service on tax allocation bonds, are paid in full.

Section 6. The City of Holly Springs hereby establishes the estimated Tax Allocation Increment Base of $16,568,320 for the Tax Allocation District Number Two – Downtown Holly Springs New Town Center. The property taxes to be used for computing tax allocation increments are specified in the Tax Allocation Increment Base (M) section on pages 38 and 39 of the Amended Redevelopment Plan attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 7. The City Council will act as the redevelopment agency to implement the provisions of the Amended Redevelopment Plan and to effectuate the redevelopment of the Downtown Holly Springs portion of the Redevelopment Area pursuant to the Amended Redevelopment Plan and the Redevelopment Powers Law.

Section 8. The Holly Springs New Town Center Tax Allocation District Number One –is hereby dissolved and terminated.

Section 9. The Council intends to authorize issuance of tax allocation bonds and/or obtain commercial bank financing and/or commit available or future revenues and to use the proceeds of any tax allocation bonds or financing or revenues for any and all eligible uses including, without limitation, costs of issuance of the tax allocation bonds or commercial financing; capital costs of public and private improvements, including but not limited to streets, bridges, utilities, storm and sanitary sewers, sidewalks and streetscapes, parking facilities and parks; professional services costs, including fees for architectural, engineering and environmental services; real estate assembly; and such other uses deemed necessary pursuant to provisions of the Redevelopment Plan and the Redevelopment Powers Law, as it has been and may hereafter be amended.

Section 10. The property proposed to be pledged for payment or as security for payment of tax allocation bonds will include the positive ad valorem tax allocation increments from ad valorem taxes levied on all taxable real property within the boundaries of Tax Allocation District Number Two – Downtown Holly Springs New Town Center.

Section 11. All resolutions and parts of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Adopted and approved by the City Council of the City of Holly Springs, Georgia this 7th day of December 2015.

CITY OF HOLLY SPRINGS

Timothy B. Downing, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

Exhibit C
Summary of Incurred City Redevelopment Costs
Eligible for Reimbursement from Future TAD Two Tax Allocation Increment
Urban Redevelopment Agency of the City of Holly Springs, Georgia Revenue Bond Series 2019-2021

Vendor Name	Date	Purpose	Amount
Lueder, Larkin & Hunter	7/16/2019	HavGol, LLC Earnest Money/Land Acq.	$ 1,000.00
Lueder, Larkin & Hunter	8/9/2019	HavGol, LLC Earnest Money/Land Acq.	9,000.00
Murray Barnes Finster, LLP	8/14/2019	Bond Issuance Costs URA Series 2019	61,000.00
Smith, Gambrell & Russell, LLP	8/14/2019	Bond Issuance Costs URA Series 2019	10,000.00
Southeastern Engineering, Inc.	8/14/2019	Land Disturbance Permit/Hydrology	37,006.00
Georgia Development Partners	8/14/2019	Town Center Project Road Network	84,551.77
Dyer & Rusbridge, PC IOLTA	9/16/2019	HavGol, LLC Land Closing	191,497.00
Southeastern Engineering, Inc.	9/16/2019	TCP Water and Sewer Plan Review	1,600.00
Southeastern Engineering, Inc.	9/16/2019	Land Disturbance Permit/Hydrology	19,403.00
Fairbanks Engineering Co., Inc.	9/16/2019	Stormwater Structural Design	4,600.00
Georgia Development Partners	9/16/2019	Stormwater Structure Construction	9,970.00
Georgia Development Partners	9/16/2019	Town Center Project Road Network	195,276.89
Georgia Development Partners	10/17/2019	Town Center Project Road Network	214,212.98
Fairbanks Engineering Co., Inc.	10/17/2019	Stormwater Structural Design	350.00
Foresite Group, LLC	10/17/2019	Town Center Hardscapes/Softscapes	1,975.00
Georgia Development Partners	10/17/2019	Stormwater Structure Construction	13,886.46
North Georgia Foundations, Inc.	10/17/2019	Stormwater Structure Construction	67,212.25
Southeastern Engineering, Inc.	10/17/2019	Land Disturbance Permit/Hydrology	13,550.00
Georgia Development Partners	11/19/2019	Town Center Project Road Network	198,414.42
Georgia Development Partners	11/19/2019	Stormwater Structure Construction	15,771.73
Tunnel Spangler & Walsh (TSW)	11/19/2019	Town Center Hardscapes/Softscapes	1,575.00
Foresite Group, LLC	11/19/2019	Town Center Hardscapes/Softscapes	3,950.00
Oasis Consulting Services	11/19/2019	TCP Road Network Materials Testing	16,278.75
Southeastern Engineering, Inc.	11/19/2019	Land Disturbance Permit/Hydrology	8,473.00
Georgia Development Partners	12/20/2019	Town Center Project Road Network	297,560.68
Tunnel Spangler & Walsh (TSW)	12/20/2019	Town Center Hardscapes/Softscapes	2,705.00
Oasis Consulting Services	12/20/2019	TCP Road Network Materials Testing	3,292.50
Southeastern Engineering, Inc.	12/20/2019	Land Disturbance Permit/Hydrology	8,919.00
Georgia Development Partners	1/27/2020	Town Center Project Road Network	130,804.89
Foresite Group, LLC	1/27/2020	Town Center Hardscapes/Softscapes	2,765.00
Southeastern Engineering, Inc.	1/27/2020	Land Disturbance Permit/Hydrology	12,244.00
Georgia Development Partners	2/21/2020	Town Center Project Road Network	290,662.42
Oasis Consulting Services	2/21/2020	TCP Road Network Materials Testing	4,468.75
Foresite Group, LLC	2/21/2020	Town Center Hardscapes/Softscapes	1,185.00
Southeastern Engineering, Inc.	2/21/2020	Land Disturbance Permit/Hydrology	25,445.00
HavGol, LLC	3/26/2020	Town Center Project Land Acq.	2,621,000.00
Georgia Development Partners	3/27/2020	Town Center Project Road Network	403,543.05
Oasis Consulting Services	3/27/2020	TCP Road Network Materials Testing	4,870.00
Foresite Group, LLC	3/27/2020	Town Center Hardscapes/Softscapes	9,875.00

Southeastern Engineering, Inc.	3/27/2020	Land Disturbance Permit/Hydrology	4,700.00
Deduction for Excess	3/27/2020	Invoices over Series 2019 URA Bond	(4,594.54)

URA of the City of Holly Springs, Georgia Revenue Bond Series 2019: **$ 5,000,000.00**

TJ Schell, LLC	4/22/2020	TCP Tree Survey	900.00
Georgia Development Partners	4/22/2020	Town Center Project Road Network	250,172.78
Southeastern Engineering, Inc.	4/22/2020	Land Disturbance Permit/Hydrology	922.50
Foresite Group, LLC	4/22/2020	Town Center Hardscapes/Softscapes	19,750.00
Oasis Consulting Services	4/22/2020	TCP Road Network Materials Testing	14,427.50
Southeastern Engineering, Inc.	4/22/2020	Land Disturbance Permit/Hydrology	6,118.00
The Erosion Company (TEC)	4/22/2020	TCP Erosion Controls	810.00
Oasis Consulting Services	5/18/2020	TCP Road Network Materials Testing	5,237.00
Southeast Grinding, Inc.	5/18/2020	Site Clearing and Grubbing	15,000.00
The Erosion Company (TEC)	5/18/2020	TCP Erosion Controls	225.00
Southeastern Engineering, Inc.	5/18/2020	TCP Site Engineering/Road Network	7,175.00
Georgia Development Partners	5/18/2020	Town Center Project Road Network	324,702.31
Murray Barnes Finister LLP	6/5/2020	Bond Issuance Costs URA Series 2020	51,000.00
Smith, Gambrell & Russell, LLP	6/5/2020	Bond Issuance Costs URA Series 2020	10,000.00
Georgia Development Partners	6/16/2020	Town Center Project Road Network	211,320.79
Oasis Consulting Services	6/16/2020	TCP Road Network Materials Testing	6,372.50
BM&K Construction & Engineering	6/16/2020	Town Center Project Road Network	7,045.37
Georgia Power Company	6/16/2020	TCP Lamp posts and street lighting	97,000.00
The Erosion Company (TEC)	6/16/2020	TCP Erosion Controls	5,240.00
Foresite Group, LLC	6/16/2020	Town Center Hardscapes/Softscapes	6,150.00
Southeast Grinding, Inc.	6/16/2020	Site Clearing and Grubbing	15,000.00
Southeastern Engineering, Inc.	6/16/2020	TCP Site Engineering/Road Network	10,300.00
Georgia Development Partners	7/16/2020	Town Center Project Road Network	214,903.86
Oasis Consulting Services	7/16/2020	TCP Road Network Materials Testing	3,178.75
Environmental Associates, Inc.	7/16/2020	TCP/Ind. Connector Site Demolition	1,400.00
Fairbanks Engineering Co., LLC	7/16/2020	Stormwater Structural Design	250.00
The Erosion Company (TEC)	7/16/2020	TCP Erosion Controls	1,375.00
Weaver Grading & Hauling, Inc.	7/16/2020	Stormwater Detention Facility	27,935.46
Foresite Group, LLC	7/16/2020	Town Center Hardscapes/Softscapes	4,100.00
Southeastern Engineering, Inc.	7/16/2020	TCP Site Engineering/Road Network	12,600.00
Georgia Development Partners	8/18/2020	Town Center Project Road Network	163,905.23
Oasis Consulting Services	8/18/2020	TCP Road Network Materials Testing	6,817.50
The Erosion Company (TEC)	8/18/2020	TCP Erosion Controls	598.75
Weaver Grading & Hauling, Inc.	8/18/2020	Stormwater Detention Facility	3,240.00
North Georgia Foundations, Inc.	8/18/2020	Stormwater Detention Facility	95,460.53
Foresite Group, LLC	8/18/2020	Town Center Hardscapes/Softscapes	4,390.00
Southeastern Engineering, Inc.	8/18/2020	TCP Site Engineering/Road Network	8,235.00
ASAP Signs	9/21/2020	TCP Construction Signage	570.00
Environmental Associates, Inc.	9/21/2020	TCP/Ind. Connector Site Demolition	1,070.00

The Erosion Company (TEC)	9/21/2020	TCP Erosion Controls	10,395.25
North Georgia Foundations, Inc.	9/21/2020	Stormwater Detention Facility	314,844.59
Foresite Group, LLC	9/21/2020	Town Center Hardscapes/Softscapes	7,065.00
Georgia Development Partners	10/20/2020	Town Center Project Road Network	113,390.86
Southeastern Engineering, Inc.	10/20/2020	TCP Site Engineering/Road Network	2,195.00
Precision Blasting	11/16/2020	Stormwater Detention Facility	3,200.00
The Erosion Company (TEC)	11/16/2020	TCP Erosion Controls	882.75
Foresite Group, LLC	11/16/2020	Town Center Hardscapes/Softscapes	11,750.00
Onsite Monitoring & Management	11/16/2020	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	11/16/2020	TCP Site Engineering/Road Network	5,027.50
Georgia Development Partners	11/20/2020	Town Center Project Road Network	193,135.30
Georgia Power Company	12/30/2020	TCP Pedestrian Lamp Posts	24,000.00
Oasis Consulting Services	12/30/2020	TCP Materials Testing	3,576.25
Onsite Monitoring & Management	12/30/2020	TCP Site MS4 Monitoring	300.00
Southeastern Engineering, Inc.	1/22/2021	TCP Site Engineering/Surveying	5,551.00
The Erosion Company (TEC)	1/22/2021	TCP Erosion Controls	4,971.25
Weaver Grading & Hauling, Inc.	1/22/2021	Stormwater Detention Facility	94,871.05
Onsite Monitoring & Management	1/22/2021	TCP Site MS4 Monitoring	300.00
Oasis Consulting Services	2/17/2021	TCP Materials Testing	1,496.25
The Erosion Company (TEC)	2/17/2021	TCP Erosion Controls	345.00
Onsite Monitoring & Management	2/17/2021	TCP Site MS4 Monitoring	300.00
Oasis Consulting Services	3/24/2021	TCP Materials Testing	1,051.25
Southeastern Engineering, Inc.	3/24/2021	TCP Site Engineering/Surveying	51,250.00
Foresite Group, LLC	3/24/2021	Town Center Hardscapes/Softscapes	2,780.00
Odyssey Development Group	3/24/2021	Industrial Connector Demolition	25.75
Weaver Grading & Hauling, Inc.	3/24/2021	Stormwater Detention Facility	36,584.45
Onsite Monitoring & Management	3/24/2021	TCP Site MS4 Monitoring	300.00
The Erosion Company (TEC)	4/19/2021	TCP Erosion Controls	5,471.60
Onsite Monitoring & Management	4/19/2021	TCP Site MS4 Monitoring	300.00
Twin Oaks Landscape Group, Inc.	5/21/2021	TCP Landscaping at Walnut Street	887.50
Complete Demolition Services, LLC	5/21/2021	TCP Site Demolition	112,000.00
Foresite Group, LLC	5/21/2021	Town Center Hardscapes/Softscapes	7,000.00
Onsite Monitoring & Management	5/21/2021	TCP Site MS4 Monitoring	300.00
Southeastern Engineering, Inc.	5/21/2021	TCP Site Engineering/Surveying	12,017.50
Commercial Buildings & Doors, Inc.	5/27/2021	TCP Site Demolition	34,250.00
Foresite Group, LLC	6/15/2021	Town Center Hardscapes/Softscapes	8,600.00
Onsite Monitoring & Management	6/15/2021	TCP Site MS4 Monitoring	100.00
Southeastern Engineering, Inc.	6/15/2021	TCP Site Engineering/Plan Revisions	4,856.05
The Erosion Company (TEC)	6/15/2021	TCP Erosion Controls	475.00
Onsite Monitoring & Management	7/28/2021	TCP Site MS4 Monitoring	100.00
The Erosion Company (TEC)	7/28/2021	TCP Erosion Controls	896.25
Onsite Monitoring & Management	8/16/2021	TCP Site MS4 Monitoring	100.00
Odyssey Development Group	9/20/2021	TCP Site Liens/Landscape Plans	106.15
Onsite Monitoring & Management	9/20/2021	TCP Site MS4 Monitoring	100.00
Southeastern Engineering, Inc.	9/20/2021	TCP Site Engineering/Plan Revisions	11,727.50

Alliance Land Surveying	10/26/2021	TCP Site Staking Services	10,825.00
Environmental Associates, Inc.	10/26/2021	TCP Asbestos Survey/Demolition	720.00
Foresite Group, LLC	10/26/2021	Town Center Hardscapes/Softscapes	5,700.00
Onsite Monitoring & Management	10/26/2021	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	10/26/2021	TCP Site Plan Surveying/Engineering	12,662.50
TJ Schell, LLC	10/26/2021	TCP Site Tree Survey	450.00
Vertical Earth, Inc.	10/26/2021	TCP Site Work	71,358.34
Alliance Land Surveying	11/16/2021	TCP Site Staking Services	8,500.00
Onsite Monitoring & Management	11/16/2021	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	11/16/2021	TCP Site Surveying/Engineering	6,888.75
Vertical Earth, Inc.	11/16/2021	TCP Site Work	178,070.53

URA of the City of Holly Springs, Georgia Revenue Bond Series 2020: **$ 3,000,000.00**

Murray Barnes Finister, LLP	9/30/2021	Bond Issuance Costs URA Series 2021	61,000.00
Smith, Gambrell & Russell, LLP	9/30/2021	Bond Issuance Costs URA Series 2021	10,000.00
Vertical Earth, Inc.	11/16/2021	TCP Site Work	70,381.49
Foresite Group, LLC	12/15/2021	Town Center Hardscapes/Softscapes	4,762.50
Lueder, Larkin & Hunter	12/15/2021	Prepare quitclaim deeds for TCP	713.00
Onsite Monitoring & Management	12/15/2021	TCP Site MS4 Monitoring	300.00
Southeastern Engineering, Inc.	12/15/2021	TCP Site Surveying/Engineering	10,493.75
Southeastern Engineering, Inc.	12/15/2021	Construction Administration	1,675.00
Vertical Earth, Inc.	12/15/2021	TCP Site Work	287,360.67
Alliance Land Surveying	1/21/2022	TCP Construction Staking	9,645.00
Foresite Group, LLC	1/21/2022	Town Center Hardscapes/Softscapes	3,617.50
Lueder, Larkin & Hunter	1/21/2022	Prepare quitclaim deeds for TCP	513.00
Oasis Consulting Services	1/21/2022	TCP Materials/Soil Testing	3,517.50
Onsite Monitoring & Management	1/21/2022	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	1/21/2022	TCP Site Surveying/Engineering	8,718.75
Southeastern Engineering, Inc.	1/21/2022	TCP LIDAR Site Topography	16,090.00
Vertical Earth, Inc.	1/21/2022	TCP Site Work	280,294.92
FenceWorks of Georgia	2/15/2022	Stormwater Detention Pond Fencing	12,600.00
Foresite Group, LLC	2/15/2022	Town Center Hardscapes/Softscapes	7,910.00
Oasis Consulting Services	2/15/2022	TCP Materials/Soil Testing	6,981.25
Onsite Monitoring & Management	2/15/2022	TCP Site MS4 Monitoring	350.00
Tru Masonry, LLC	2/15/2022	Masonry Fence Columns S/W Pond	9,100.00
Vertical Earth, Inc.	2/15/2022	TCP Site Work	46,860.91
Alliance Land Surveying	3/25/2022	TCP Site Construction Surveying	6,900.00
Foresite Group, LLC	3/25/2022	Town Center Hardscapes/Softscapes	9,935.00
Foresite Group, LLC	3/25/2022	Roundabout Landscaping Revisions	1,091.25
Oasis Consulting Services	3/25/2022	TCP Materials/Soil Testing	4,471.25
Onsite Monitoring & Management	3/25/2022	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	3/25/2022	TCP LDP Construction Documents	47,397.50
Southeastern Engineering, Inc.	3/25/2022	Erosion Control/Palm Street LDP	1,860.00

Twin Oaks Landscape, Inc.	3/25/2022	Stormwater Pond Landscaping	33,087.50
Vertical Earth, Inc.	3/25/2022	TCP Site Work	34,415.20
Advanced Metal Fabrication, Inc.	4/20/2022	Moving Costs - Hickory Springs Parkway	200,000.00
Foresite Group, LLC	4/20/2022	Town Center Hardscapes/Softscapes	3,220.00
Oasis Consulting Services	4/20/2022	TCP Materials/Soil Testing	5,137.50
Oasis Consulting Services	4/20/2022	TCP Subsurface/Soil Testing	5,510.00
Onsite Monitoring & Management	4/20/2022	TCP Site MS4 Monitoring	350.00
Southeastern Engineering, Inc.	4/20/2022	TCP LDP Construction Documents	23,387.50
Southeastern Engineering, Inc.	4/20/2022	Erosion Control/Palm Street LDP	700.00
Vertical Earth, Inc.	4/20/2022	TCP Site Work	51,647.90
JC Picture Cars, LLC	5/6/2022	Moving Costs - Hickory Springs Parkway	32,930.00

Remaining proceeds from Series 2021 URA Bond: **5,440,487.16**

URA of the City of Holly Springs, Georgia Revenue Bond Series 2021: **$ 6,756,113.00**

Exhibit "D"
City of Holly Springs
Tax Allocation District Increment Summary
For the Tax Years 2019-2021

Tax Year	2015 Assessment (1)	Assessed Value	Tax Increment	City Millage	County Millage	School Millage	Total	Ratio (2)
2019	$ 16,426,360	$ 26,695,880	$ 10,269,520	$ 47,342	$ 53,566	$ 189,473	$ 290,381	0.3847
2020	$ 16,426,360	$ 25,215,279	$ 8,794,919	$ 38,698	$ 45,839	$ 162,266	$ 246,803	0.3488
2021	$ 16,426,360	$ 26,848,123	$ 10,421,763	$ 43,980	$ 54,318	$ 189,676	$ 287,974	0.3882

(1) 2015 assesssed value represents the base year for the Holly Springs Tax Allocation District as approved by the Georgia Department of Revenue.

(2) Ratio of tax increment to assessed value

Note: The digest numbers summarized above are gross and do not include deductions for residential homestead exemptions.

Exhibit "E"
SAMPLE CCSD RESOLUTION

RESOLUTION

A RESOLUTION CONSENTING TO THE INCLUSION OF CERTAIN CHEROKEE COUNTY EDUCATIONAL AD VALOREM TAXES IN THE COMPUTATION OF THE TAX ALLOCATION INCREMENTS FOR THE CITY OF HOLLY SPRINGS TAX ALLOCATION DISTRICT NUMBER TWO – SUBJECT TO AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO BY THE CHEROKEE COUNTY SCHOOL DISTRICT AND THE CITY OF HOLLY SPRINGS SATISFYING CERTAIN REQUIREMENTS APPROVED HEREBY; AND FOR OTHER RELATED PURPOSES

WHEREAS, the City of Holly Springs, Georgia (the "City") through its Mayor and City Council, amended a Redevelopment Plan (the "Redevelopment Plan") with respect to a Redevelopment Area (the "Redevelopment Area") and has dissolved the City's existing Tax Allocation District Number One and replaced it with the City of Holly Springs Tax Allocation District Number Two – Downtown Holly Springs New Town Center, which has been certified by the State Revenue Commissioner as of December 31, 2015, in accordance with O.C.G.A 36-44-10.

WHEREAS, copies of the Redevelopment Plan for the TAD and the City Resolution have been furnished to the Cherokee County School District ("CCSD"); and

WHEREAS, the City has authorized and may in the future authorize the issuance of bonds and/or other obligations (collectively, "TAD Financing") as may be necessary to implement provisions of the Redevelopment Plan adopted by the City, to be repaid in full or in part from future tax allocation increment generated from within the TAD; and

WHEREAS, the Redevelopment Powers Law provides that ad valorem property taxes levied by an independent Board of Education for educational purposes derived from a municipal tax allocation district may be included in the computation of tax allocation increment of the tax allocation district if the governing body of the School District consents to such inclusion by resolution;

WHEREAS, the Board of Education has promulgated a policy regarding approval

for including the School ad valorem taxes in the computation of the tax allocation increment for a Tax Allocation District with objective criteria for obtaining such approval; and

WHEREAS, the City of Holly Springs has complied with the Board of Education's Policy as excepted, regarding Tax Allocation Districts; and

WHEREAS, the Board of Education and the City wish to enter into an Intergovernmental Agreement to memorialize the agreement of the two governmental entities regarding the TAD; and

WHEREAS, based on the agreements contained in the Intergovernmental Agreement, the Board of Education now wishes to consent to inclusion of Board of Education ad valorem taxes in the computation of the tax allocation increment for the City of Holly Springs TAD Number Two, subject to the terms contained in the Intergovernmental Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CHEROKEE COUNTY BOARD OF EDUCATION in accordance with the Redevelopment Powers Law, O.C.G.A. §36-44-9(b), does hereby consent to inclusion of educational ad valorem taxes on real property within TAD Number Two, in the computation of the tax allocation increments for the TAD to be calculated in accordance with O.C.G.A. Section 36-44-3(14) of the Redevelopment Powers Law, commencing with Fiscal Year 2023 CCSD property tax bills issued during calendar year 2022.

BE IT FURTHER RESOLVED that the School District is authorized to enter into an Intergovernmental Agreement of which is attached as Attachment "A" which contains, inter alia, the following terms and conditions:

(1) The City agrees to make an annual payment in lieu of taxes ("PILOT") to the CCSD authorized by O.C.G.A. §36-44-3(8)(G), in accordance with the procedures more fully stated in Section 3.3(a) and 3.3(b) of the IGA.

(2) The City agrees that it will develop the TAD area in a manner as generally described within the Redevelopment Plan and illustrated in Exhibit A of the IGA. The scope and definition of Town Center Master Plan Projects may be amended from time to time by the City and its Master Developer as approved by the TAD Committee of the Redevelopment Agency but shall be generally limited in location and scope to the area described in Exhibit A of the IGA.

(3) The City further agrees that it shall not commit the use of educational ad valorem Tax Allocation Increments to support other redevelopment and/or capital improvement projects proposed within the TAD, which are not currently described in the Redevelopment Plan and are not included among the Downtown Master Plan Projects without first obtaining approval from the Board of Education.

(4) The City will endeavor to obtain development which has no greater than the number residential units currently identified in the Downtown Master Plan, which are to be constructed and incorporated within a mixed-use development, consistent with the City's Redevelopment Plan. Further, in order to alleviate the effect of increased residential development upon the School District, the city will impose a one-time residential mitigation charge upon developers of residential units within Downtown Master Plan Projects in the amounts and according to the procedures more fully stated in Section 3.3(c) of the IGA.

(5) Subject to the terms and conditions stated therein, all Excess Funds shall be used to prepay principal on TAD financing, with the intent of dissolving the TAD as soon as possible. Any funds remaining in the TAD Special Fund after all redevelopment costs and all TAD Financing have been paid or otherwise satisfied, which funds were derived from the CCSD Tax Allocation Increment, a pro rata portion of such remaining funds shall be paid to the CCSD within 60 days after the end of the calendar year, in the same manner and the same proportion as the most recent distribution by the applicable tax collecting authority in accordance with the Redevelopment Powers Law.

(6) Commencing at the end of calendar year 2023 and each calendar year thereafter, the City will provide to the CCSD an annual report regarding the status of redevelopment occurring within the TAD and in addition, after issuance of the City's Annual Comprehensive Financial Report, a copy of the annual audit of, as applicable, the Redevelopment Agency for the TAD or the City. The required contents of and submission deadlines for of these reports are more fully described in Section 3.4(d) of the IGA.

(7) No stipulation, obligation or agreement herein contained or contained in the Intergovernmental Agreement will be deemed to be a stipulation, obligation or agreement of any officer, director, agent, or employee of the CCSD in his or her individual capacity and no officer, director, agent, or employee of the County in his or her individual capacity shall be held liable in connection therewith.

(8) This Resolution shall be effective immediately upon adoption. All resolutions and parts of resolutions in conflict with this Resolution are hereby rescinded to the extent of such conflict.

PASSED AND ADOPTED by the Cherokee County Board of Education, Georgia, this _____ day of _____, 2022.

BY: _____
_____, Chair
Board of Education

ATTEST: _____
Secretary
Cherokee County Board of Education

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	H-2

Title

Intergovernmental Agreement/Memorandum of Understanding (MOU) with Cherokee County Government

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Intergovernmental Agreement/Memorandum of Understanding (MOU) with Cherokee County Government

Summary Explanation and Background

The Superintendent, School Board Attorney and staff have been in discussion with Cherokee County government officials relative to the attached Memorandum of Understanding (MOU).

Respective Board approvals of the attached MOU will allow both entities to proceed with the sale of the Hunt Road (14.66 acres) and original L.R. Tippens (approximately 4.5 acres) properties to the County government.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

$600,000 to CCSD

Exhibits: (List)

Memorandum of Understanding (MOU)

Source of Additional Information

Darrell Caudill, School Board Attorney	770.479.1406
Dr. Brian V. Hightower, Superintendent of Schools	770.479.1871
Mike McGowan, Chief of Staff	770.479.1871

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter referred to as the MOU, entered into on March 17, 2022, by and between Cherokee County School District residing at 1205 Bluffs Parkway, Canton, GA 30114, hereinafter referred to as the "First Party," and Cherokee County Board of Commissioners residing at 1130 Bluffs Parkway, Canton, GA 30114 hereinafter referred to as the "Second Party," and collectively known as the "Parties" for the purpose of establishing and achieving various goals and objective relating to the Real Estate Property Purchase.

WHEREAS, the aforementioned Parties desire to enter into the herein described agreement in which they will work together to accomplish the goals and objectives set forth;

AND WHEREAS, the Parties are desirous to enter an understanding, thus setting out all necessary working arrangements that both Parties agree will be necessary to complete this Real Estate Purchase;

MISSION

The aforementioned Real Estate Purchase has been established with the following intended mission in mind:

To facilitate a Real Estate Property Purchase between First Party and Second Party in advance of a formal real estate sales contract whereas First Party will provide 14.66 acres of vacant property located off of Hunt Road, Acworth, GA 30102 and the original L. R. Tippens Elementary School buildings and 4.50 acres of property located at 8 Glenwood Street, Canton, GA 30114 to the Second Party for the sum of $600,000.

PURPOSE AND SCOPE

The Parties intend for this MOU to provide the cornerstone and structure for any and all possibly impending binding contract which may be related to the Real Estate Purchase.

RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

It is the desire and the wish of the aforementioned Parties to this MOU Agreement that this document should not and thus will not establish nor create any form or manner of a formal agreement or indenture, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration and alliance in the support of an effective and efficient partnership and leadership meant to maintain, safeguard and sustain sound and optimal managerial, financial and administrative commitment with regards to all matters related to the Real Estate Purchase.

TERMS OF UNDERSTANDING

The term of this MOU will be for a period of 90 days from the aforementioned effective date and maybe extended upon written mutual agreement of both Parties.

AMENDMENT OR CANCELLATION OF THIS MEMORANDUM

This MOU may be amended or modified at any time in writing by mutual consent of both parties.

In addition, the MOU may be cancelled by either party with 30 days advance written notice, with the exception where cause for cancellation may include, but is not limited to, a material and significant breach of any of the provisions contained herein, when it may be cancelled upon delivery of written notice to the other party.

GENERAL PROVISIONS

The Parties acknowledge and understand that they must be able to fulfill their responsibilities under this MOU in accordance with the provisions of the law and regulations that govern their activities. Nothing in the MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their performance under the terms of this MOU.

If at any time either party is unable to perform their duties or responsibilities under this MOU consistent with such party's statutory and regulatory mandates, the affected party will immediately provide written notice to the other party to establish a date for resolution of the matter.

LIMITATION OF LIABILITY

No rights or limitation of rights will arise or be assumed between the Parties as a result of the terms of this MOU.

GOVERNING LAW

This MOU will be governed by and construed in accordance with the laws of the State of Georgia.

SEVERABILITY CLAUSE

In the event that any provision of this MOU will be deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU will be determined to be unlawful or otherwise unenforceable, the remainder of the MOU will remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this MOU will to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision will be deemed to be written, construed, and enforced as so limited.

ASSIGNMENT

Neither party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval will not be unreasonably withheld.

ENTIRE UNDERSTANDING

The herein contained MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract, license, or other agreement entered into between the Parties subsequent hereto will supersede and preempt any conflicting provision of this MOU whether written or oral.

MOU SUMMARIZATION

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU will work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this Real Estate Purchase.

- It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.

- The Parties to this MOU will mutually contribute and take part in any and all phases of the planning and development of this Real Estate Purchase, to the fullest extent possible.

- The MOU will in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the Real Estate Purchase.

- Should there be any need or cause for the reimbursement or the contribution of any funds to or in support of the Real Estate Purchase, it will then be controlled in accordance with Georgia governing laws, regulations and/or procedures.

- In the event that contributed funds should become necessary, any such endeavor will be outlined in a separate and mutually agreed upon written agreement by the Parties or representatives of the Parties in accordance with current governing laws and regulations, and in no way does this MOU provide such right or authority.

- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.

- Upon the signing of this MOU by both Parties, this Agreement will be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this MOU does not constitute a formal undertaking, and as such it simply intends that the signatories will strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by the First Party and Second Party will be effective as of the date first written above.

(First Party Signature) — (Date) 3/17/22
William J. Sebring
Chief Support Services Officer
Cherokee County School District

(Second Party Signature) — (Date) 3/17/22
Geoffrey E. Morton, P.E.
County Manager
Cherokee County Board of Commissioners

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 21, 2022	H-3

Title

Approval of Superintendent's Recommendation of Surplus Property Declaration and Sale of Property to Highest Bidder

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Surplus Property Declaration and Sale of Property to Highest Bidder

Summary Explanation and Background

The Superintendent and staff have identified approximately 2.2 acres of School District property at the Indian Knoll ES site as surplus and seek School Board approval to surplus said property.

The property will be advertised for sale to highest bidder pursuant to statutory requirements.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

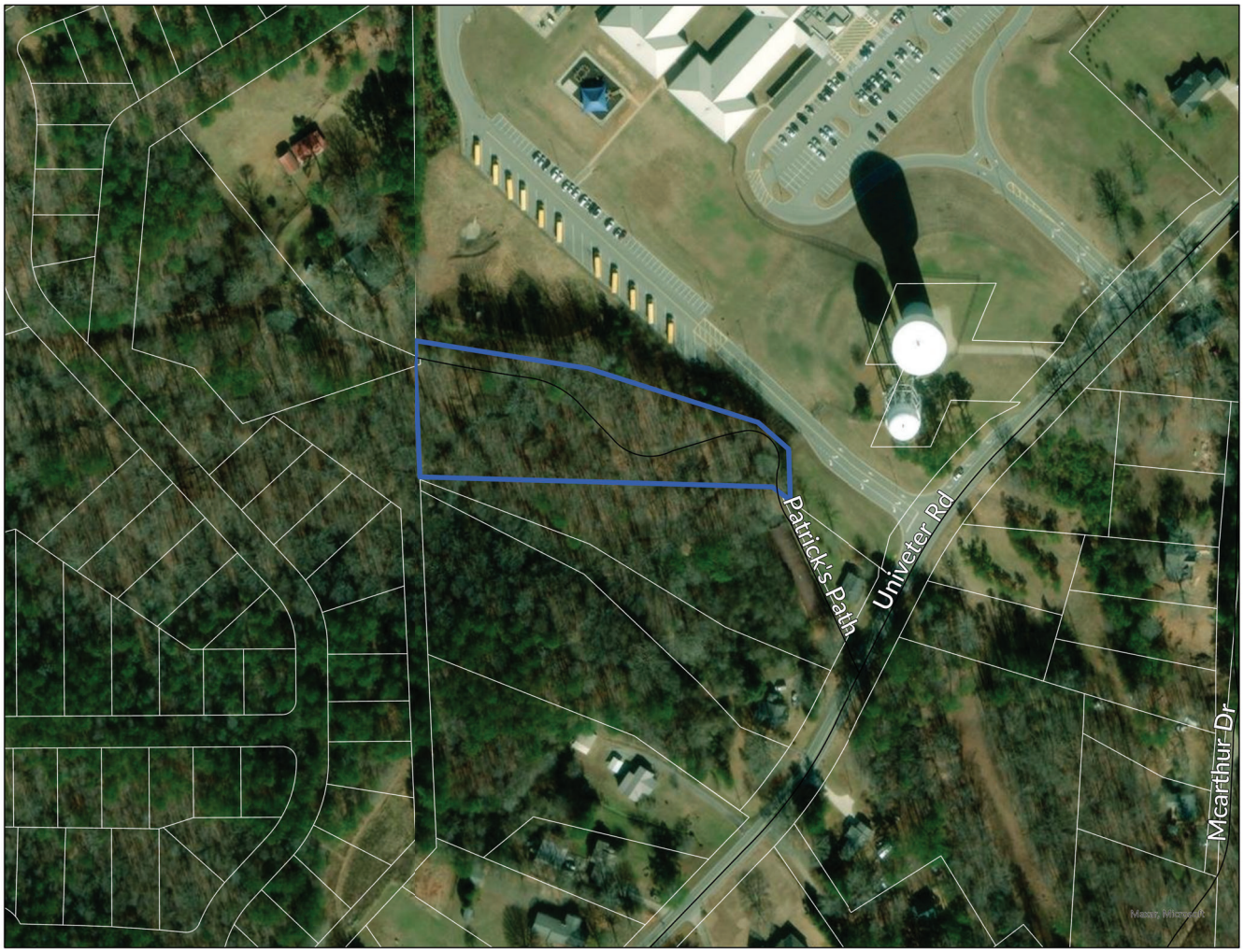
TBD

Exhibits: (List)

Aerial photo of property

Source of Additional Information

Darrell Caudill	770.479.1406
Dr. Brian V. Hightower	770.479.1871
Trey Moores	770.721.8445



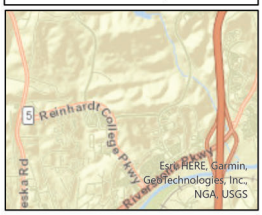
Map Legend

- Streets
- Property Ownership Parcels
- Potential Property Surplus

General Notes

Approximately 2.2 acres of unused property on the Indian Knoll ES Campus requesting to be declared surplus property and sold to the highest bidder.

Location Map



Cherokee County School District

District Office	Support Services
1205 Bluffs Pkwy	200 Mountain Brook Ct
Cantcn, GA 30115	Canton, GA 30115

Map Title

Indian Knoll ES - Patrick's Path Easement

N W E S

50 0 50 100 150 200 Feet

Cherokee County School District

Agenda Request Form

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

Title

School Board Attorney's Recommended Plan for SY2022-23 Local School Board Governance Training

Requested Action

School Board Consideration for Approval of School Board Attorney's Recommended Plan for SY2022-23 Local School Board Governance Training

Summary Explanation and Background

The State Board of Education (SBOE) has adopted governance standards for local boards as the basis for local school board member training. Per SBOE Rules, approve Training Providers will annually conduct local school board member training utilizing curricula aligned with SBOE governance standards for local boards and which meet identified areas for improvement as submitted in local boards' training program.

The School Board Attorney, a SBOE-approved Training Provider, has developed the proposed plan (attached) for SY2022-23 Local School Board Governance Training in accordance with State requirements. All required training will be concluded by statutorily-required deadlines.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

Local School Board Training Plan

Source of Additional Information

Tom Roach, School Board Attorney 770.479.1406
Kyla Cromer, School Board Chair 770.479.1871

Georgia Department of Education

Richard Woods, Georgia's School Superintendent
"Educating Georgia's Future"

Local Board Training Plan for individual board member training and whole board training resulting from an assessment identifying areas of board governance improvement.

Cherokee County Board of Education	Date of approval: July 21, 2022

Please remit by email to: mcardoza@doe.k12.ga.us

Board Member/ Whole Board Training	Approved Training Course(s)* and Planning Date of Completion
Three (3) Hours of "Whole Board Training" for School Board Members and Superintendent of Schools	**Conducted by SDOE-approved trainers Thomas A. Roach, Jr., and other staff at Roach, Caudill & Frost, LLP (RCF). Training is tentatively scheduled to occur during the School Board's Annual Training Retreat on February 3-4, 2023.**
Six (6) Hours of Annual Training for School Board Members	**Same as Above.**
Additional Training Opportunities (TBD) for School Board Members	**Conducted by GSBA and/or NSBA in-person/virtual conferences and other training modules. These trainings can be accessed and completed by individual school board members during the year to assist with annual training requirements.**
Six (6) Hours of Training for New Members	**New Member Training conducted by GSBA as part of their Annual Conference in December.**
Three (3) hours of a Local Orientation for New Member(s)	**New Member orientation conducted by the School Board Attorney, School Board Chair and Superintendent/Staff. This orientation will occur prior to convening and swearing in the new members at the January School Board Meeting.**
Date of Completion	**All training will be completed by the statutorily-required deadlines**

*Required annual training: new board member = total 15 hours and veteran board members = total 9 hours; whole board governance team training of 3 hours included in total hours above. To receive required training credit hours, all training sessions must be conducted by a State Board of Education approved "training provider."