Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
January 19, 2023	A-3

Title

Renewal of Partnership Agreement with The Cherokee Board of Commissioners

Requested Action

School Board Consideration of Superintendent's Recommendation to Approve the Renewal of Partnership Agreement with The Cherokee Board of Commissioners

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 renewal with The Cherokee Board of Commissioners.

Priority Area

Family, Partner and Community Engagement

Financial Impact

N/A

Exhibits: (List)

Agreement Attached

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Barbara Jacoby	770.479.1871

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

THE CHEROKEE BOARD OF COMMISSIONERS

This agreement entered into on this ~~19th day of January, 2017~~ 19th day of January, 2023 by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board," and the Cherokee County Board of Commissioners, hereinafter referred to as the "County."

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

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

WHEREAS, the County's mission ~~statement is Cherokee County is committed to the highest standards in educating our children, enhancing the quality of life, protecting the environment, and preserving the township atmosphere through a commitment to governmental efficiency, courteous customer service, and citizen involvement in their government~~ is to promote and sustain a superior quality of life. In partnership with our communities, we pledge to deliver cost-effective services in a personal, responsive, respectful and innovative manner to our residents and visitors alike.

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. Shall assess no costs to the other party in cases of easement granting.
2. Shall share information and facilities, as well as transportation services in emergency situations, such as natural disasters and inclement weather; and share information concerning road conditions, especially in inclement weather; and cooperate in the training and in-service for members of the School District Police Department and Cherokee Sheriff's Office and Cherokee County ~~Marshal's Office~~ Public Services Agency employees (including E-911, Cherokee County Marshal's Office and Cherokee County EMA). The School Board will reimburse the County for any employee compensation and additional needed resources and/or transportation equipment utilized pursuant to the previous paragraph.
3. Will hold the County harmless and indemnify the County of any loss occasioned by the acts of School Board officers, agents and employees, including attorney fees and expenses of litigation.
4. Shall ~~establish an ad hoc committee to evaluate the entire radio system, where there is an effort to modify the communication system to improve or maintain communication. There is a need to interface radio capabilities between the School District Police Department, Cherokee County Marshal's Office (including E-911, Marshals and Cherokee County EMA), Cherokee County Fire Department and the Cherokee Sheriff's Office~~ hold quarterly Radio Technology/E-911 advisory committee meetings to discuss ongoing and future radio issues and needs.
5. Shall coordinate needs determinations and future school site selection with the County ~~Engineering Department~~ Community Development Agency, as specifically related to roads and land use.
6. Shall correspond the needs of future school sites with other planned county land uses, such as parks, fire stations, law enforcement precincts and public libraries, in order to purchase larger tracts of land, share infrastructure costs and provide for joint use of public facilities.
7. Shall promote ongoing coordinating efforts to assess the locations and types of future population growth. This includes the School District being directly involved in land use projections and discussions of such, so that future school sites will not adversely impact county plans for land usage. This initiative will include the sharing of database information, such as population trends, enrollment, zoning applications, etc.
8. Shall develop methods to work in conjunction with the County in their zoning process, so that developers are routinely expected to mitigate the financial impact on the School District and County. To ensure the School District impact is clearly understood, the School District information form routinely transmitted to the County Planning Commission shall be modified to reflect short and long-term financial and programmatic impact on the School District. A School District representative designated by the Superintendent of Schools shall attend and/or

submit written explanation of the educational impact for each relevant case considered by Planning Commission.

9. Shall grant a County representative staff-status at School Board meetings, so that School District recommendations and decisions in this regard are routinely considered by the County in that forum, as need be.
10. Shall provide regular opportunities for County representatives to inspect surplus property in order to determine if there may be a need for such property (first right of refusal).
11. Shall conduct joint meetings of the entities' Financial Management representatives to collaborate on recommendations for an accounting/ledger/payroll/purchasing system that may be purchased/used jointly.
12. Shall conduct joint meetings of the entities' Purchasing Departments to collaborate on recommendations for a future joint purchasing/joint bidding purchasing system.
13. Shall conduct a joint, collaborative effort to development recommendations for fleet maintenance, general maintenance and a future, joint fueling station.
14. Shall develop a communication system which enhances daily/routine communication between representatives of the two entities on matters of importance (i.e., exchange of e-mail/direct line information between the two parties).
15. Shall consider linking the County's website to the Cherokee County School District homepage, as well as other consideration of other joint technological issues, provided appropriate firewalls and software are in place.
16. Continue with the partnership agreement between the School System and the Cherokee Recreation and Parks Agency, to wit:
    a. Will provide the use of school facilities to CRPA in order to provide an enhanced youth recreational basketball program in school gymnasiums and charge applicable custodial, utility, gymnasium maintenance and supervisory fees.
    b. Transportation Department will work cooperatively with CRPA officials in order to arrange for a bus lease agreement for CRPA's camp programs during all applicable school breaks.
    c. Will promote CRPA programs through existing communication channels.
    d. Will reimburse any pre-paid monies relative to bus lease rental fees if pre-camp estimates are too high for this purpose.
17. Provide the use of school system facilities for functions and programs, including Fire Department Recruit Graduations, Promotional and EMS Advancement Examinations and Cherokee County Safety Town, including supervisory/custodial/utility fees when applicable.

ARTICLE III

The County:

1. Shall assess no costs to the other party in cases of easement granting of County-controlled property.
2. Shall share information and facilities, as well as transportation services in emergency situations, such as natural disasters and inclement weather; and share information concerning road conditions, especially in inclement weather; and cooperate in the training and in-service for members of the School District Police Department, Cherokee Sheriff's Office and Cherokee County ~~Marshals~~ Public Services Agency Department employees (including E-911, Cherokee County Marshal's Office and Cherokee County EMA) and Cherokee County Fire Department. The County will reimburse the school district for any employee compensation and additional needed resources and/or transportation equipment utilized pursuant to the previous paragraph.
3. Will hold the School Board harmless and indemnify the School Board for any loss occasioned by the acts of County officers, agents, and employees, including attorney fees and expenses of litigation.
4. Shall assist ~~in the establishment of an ad hoc committee to evaluate the entire radio system, where there is an effort to modify the communication system to improve or maintain communication. There is a need to interface radio capabilities between the School District Police Department, Cherokee County Marshals Office (E-911, Marshals and EMA), and the Cherokee Sheriff's Office and Cherokee County Fire Department~~ and participate in holding quarterly Radio Technology/E-911 advisory committee meetings to discuss ongoing and future radio issues and needs.
5. Shall review building and site plans for School Board projects and issue permits, waiving all associated fees. As a political subdivision of the State of Georgia, the School Board is exempt from most locally adopted codes, including zoning requirements and the sign ordinance, but the County seeks to coordinate with School Board staff to produce projects that are as consistent as possible with these requirements, while balancing the needs of the School Board. The Community Development Agency Director is directed to coordinate with staff designated by the School Board, working through project details to achieve the best results for the School Board and the County.
6. Shall coordinate needs determinations and future County construction projects with the School Board's Department of Planning and Forecasting, as specifically related to roads and land use.
7. Shall correspond the needs of planned county land uses, such as parks, fire stations, law enforcement precincts and public libraries, with future school sites in order to purchase larger tracts of land, share infrastructure costs and provide for joint use of public facilities.
8. Shall promote ongoing coordinating efforts to assess the locations and types of future population growth. This includes the school system being directly involved

in land use projections and discussions of such, so that future school sites will not adversely impact county plans for land usage and vice versa. This initiative will include the sharing of database information, such as population trends, enrollment, zoning applications, etc.

9. Shall develop methods to work in conjunction with the School Board in their zoning process, so that developers are routinely expected to mitigate the financial impact on the school system and County. To ensure the school system impact is clearly understood, the School District information form routinely transmitted to the County Planning Commission shall be modified to reflect short and long-term financial and programmatic impact on the school system. A school system representative designated by the Superintendent of Schools shall attend and/or submit written explanation of the educational impact for each relevant case considered by Planning Commission.
10. Shall grant a school system representative staff-status at public zoning meetings, so that school system analysis and recommendations in this regard are routinely considered in that forum.
11. Shall conduct joint meetings of the entities' Financial Management representatives to collaborate on recommendations for an accounting/ledger/payroll/purchasing system that may be purchased/used jointly.
12. Shall conduct joint meetings of the entities' Purchasing Departments to collaborate on recommendations for a future joint purchasing/joint bidding purchasing system.
13. Shall conduct a joint, collaborative effort to development recommendations for fleet maintenance, general maintenance and a future, joint fueling station.
14. Shall develop a communication system which enhances daily/routine communication between representatives of the two entities on matters of importance (i.e., exchange of e-mail/direct line information between the two parties).
15. Continue with the partnership agreement between the School District and the Cherokee Recreation and Parks Agency, to wit:
    a. Accept all children for participation within its programs without regard to their gender, race, political affiliation, age, national origin or handicapping condition or any other discrimination recognized and prohibited by State or Federal Law. Children with handicaps must be provided all necessary levels of supervision and must be included within camp activities. As a result of this partnership agreement, CRPA must adhere to all local, State or Federal laws regarding education.
    b. CRPA will provide a youth recreational basketball program in school gymnasiums and conduct an interview with the principal of each aforementioned facility prior to and after the use of the facility.

c. Abide by the rules and regulations contained in the facility use contract at each facility and those contained in the Community Use of District Facilities Policy (KG), including custodial and supervisory fees when applicable.
d. Provide a certificate of insurance naming the Cherokee County School Board as an additional insured on the liability insurance policy.
e. Continue to allow the School Board and/or its schools use of CRPA parks and facilities when available. The School District has leased the following facilities: baseball/softball fields at Hobgood Park, Recreation Center, J.J. Biello Park, and multipurpose field at Hobgood Park and Kenney Askew Pavilion. Schools/School Board using outdoor facilities during non-peak hours (8 a.m. – 4 p.m. on weekdays) will have all fees waived.
f. Schools/School Board using outdoor facilities during peak hours or indoor facilities at any time will be charged fees comparable to the School Board's Facility Use Policy.
g. Work cooperatively with the School Board's Transportation Department to arrange for bus lease agreements during applicable school break times for the purposes of camp participant transportation, providing proof of insurance, compensation for mileage and drivers.
h. Work cooperatively with CCSD and the High School Swim Teams to provide lane space for practices and swim meets, when available, at the Cherokee County Aquatic Center and charge applicable custodial, utility, maintenance and supervisory fees.

16. Provide internship opportunities for Cherokee County School District students as it relates to the Career Pathways initiative.
17. Provide fire safety education materials and instruction for kindergarten, fourth grade and eighth grade (and/or other appropriate grade level), delivered through the Cherokee County Fire Department's Public Education program.
18. Offer high schools a teen driver safety demonstration/program (~~"Ghost Out"~~ "Teens in the Driver's Seat") coordinated by the Fire Department in conjunction with Safe Kids Cherokee County and other public safety departments.
19. Provide Career Day speakers from various departments within County Government, including Sheriff's Office and Fire Department.
20. Provide information for youth interested in participating in the Fire Explorer Program coordinated by the Fire Department for youth ages 14-21.
21. Abide by the rules and regulations contained in the facility use contract at each facility and those contained in the Community Use of District Facilities Policy (KG), including custodial and supervisory fees when applicable.

ARTICLE IV

The term of this contract is ~~January 19, 2017 through January 19, 2018~~ January 19, 2023 through January 19, 2024. This contract shall automatically renew for additional terms not to exceed five years unless either party notifies the other at least 60 days prior to renewal date.

ARTICLE V

This contract may be terminated by either party upon thirty (30) days written notice to the other party with or without cause. All notice of this contract shall be given to the Superintendent of Cherokee County Schools at ~~110 Academy Street~~ PO Box 769, Canton, Georgia 301~~14~~69, and to the County Manager, at ~~90 North Street, Suite 310~~ 1130 Bluffs Parkway, Canton, Georgia 30114.

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

CHEROKEE COUNTY BOARD OF COMMISSIONERS

_____

By: Harry B. Johnston, Chairman

_____

By: Geoffrey E. Morton

County Manager

THE CHEROKEE COUNTY BOARD OF EDUCATION

_____

By: Kyla Cromer, Chairman

_____

By: Dr. Brian V. Hightower

Superintendent of Schools

Approved as to form:

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Tom Roach, Esquire