Cherokee County School District

AGENDA

School Board Meeting

Historic Canton HS/School Board Auditorium
7:00 p.m.

September 1, 2016

- Pledge of Allegiance/Inspiration
- Adoption of Superintendent's Recommended Agenda for September 1, 2016 School Board Meeting
- Approval of Minutes of August 11, 2016 School Board Meeting
- Public Participation

A. Resolutions/Recognition

1. Recognize Sequoyah HS Marketing Teacher Kari Palmer for International Entrepreneurship Education Program Award
2. Recognize Creekview HS and Freedom MS Students for Georgia 4-H Achievements
3. Board Approval of Proclamation in Honor of Constitution Week
4. Board Approval of Proclamation Recognizing September as National Attendance Awareness Month
5. Board Consideration of Superintendent's Recommendation to Approve Renewal of Partnership Agreement with the City of Ball Ground and Approval of New Partnership Agreement with Raising Giants

B. School Board Members

1. Board Adoption of Resolution - - Governor's Opportunity School District

C. School Board Policies

1. Board Consideration of Superintendent's Recommendation for Approval of 2016-17 Technical Modifications to School Board Policies (18) - - on Final Reading

D. Financial Management

1. **Board Consideration of Superintendent's Recommendation for Approval of June 2016 Financial Report**

2. **Board Consideration of Superintendent's Recommendation for Approval of July 2016 Financial Report and Sales Tax Update**

3. **Board Consideration of Superintendent's Recommendation for Approval of Issuance of a Tax Anticipation Note (TAN)**

E. Educational Programs, Student Support and Staff Development

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

2. **Board Consideration of Superintendent's Recommendation for Approval of Out of State and Overnight Field Trips**

F. Support Services/Facilities and Construction Management/Planning

1. **Board Consideration of Superintendent's Recommendation for Approval of Update on Capital Outlay Projects**

2. **Board Consideration of Superintendent's Recommendation for Approval of Special Lease Agreements**

G. Personnel

1. **Board Consideration of Superintendent's Recommendation for Approval of Recommendations, Resignations, Terminations and Transfers for Certified and Classified Personnel**

H. Attorney

I. Superintendent of Schools

1. **Board Approval of Superintendent's Recommendation for Approval of Contract and Memorandum of Understanding with Ninth District Opportunity, Inc. for October 1, 2016 through September 30, 2017**

- **Executive Session**
  - **Personnel Matter – Board Self-Evaluation**
  - **Real Estate Matter**

- **Adjournment**

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Thursday, August 11, 2016

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, August 11, 2016 in the Historic Canton High School/School Board Auditorium, 110 Academy Street, Canton, Georgia. Present were: Interim Chairman Kyla Cromer; Vice-Chairman Patsy Jordan; Members Mike Chapman, John Harmon, Clark Menard, Kelly Poole and Robert Rechsteiner; Superintendent Dr. Brian V. Hightower; and, Attorney Tom Roach.

Call to Order

The call to order by Kyla Cromer was followed by the Pledge of Allegiance to the Flag of the United States of America, led by Joseph Henderson, Student Advisor to the School Board.

Kyla Cromer provided a brief inspiration.

Approval of Agenda

On a motion by Mike Chapman, seconded by Patsy Jordan and carried, the Board unanimously adopted the Superintendent's recommended agenda *(7-0 vote)*.

Minutes for Approval

On a motion by Patsy Jordan seconded by Kelly Poole and carried, the Board approved the minutes from the July 21, 2016 School Board Meeting *(7-0 vote)*.

Consent Agenda

Following identification of those agenda items, Board Members and members of the public indicated they would like considered separately, a motion was made by John Harmon, seconded by Clark Menard and carried, to approve the Consent Agenda, for the remaining items - identified by asterisks *(7-0 vote)*.

PUBLIC PARTICIPATION

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

A. RESOLUTIONS/RECOGNITIONS/PARTNERSHIPS

A-1. Recognize Georgia PTA Outstanding School PTAs and Award Winners

(Recognized)

A-2. Recognize Johnston ES as a National Common Sense Digital Citizenship Certified School and Media Specialist, Angel Ginn as a National Common Sense Digital Citizenship Certified Educator

(Recognized)

A-3. Recognize Sandi Adams as a National Microsoft Innovator Educator Expert Award Winner

(Recognized)

A-4. Recognize Creekland Middle School's Sixth-Grade Academic Bowl Team for Nationals Win

(Recognized)

A-5. Recognize 2016-17 Student Advisor to School Board and Student Delegates

(Recognized)

***A-6. Board Consideration of Superintendent's Recommendation to Approve Renewal of Partnership Agreements with Cherokee County Council of PTA and Cherokee County YMCA**

(Approved)

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

B-1. Board Recognition of Start of 2016-17 School Year

B-2. Board Recognition of Chick-fil-A 5K Run Supporting CCEF and Special Olympics

C. SCHOOL BOARD POLICIES

***C-1. Board Consideration of Superintendent's Recommendation for Approval of 2016-17 Technical Modifications to School Board Policies (18) - - on First Reading**

(Approved)

D. FINANCIAL MANAGEMENT

***D-1. Board Approval Consideration of Superintendent's Recommendation for Approval of June 2016 Sales Tax Update**

(Approved)

E. EDUCATIONAL PROGRAMS, STUDENT SUPPORT AND STAFF DEVELOPMENT

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

(Approved)

***E-2. Board Consideration of Superintendent's Recommendation for Approval of Out of State and Overnight Field Trips**

(Approved)

F. SUPPORT SERVICES AND FACILITIES/CONSTRUCTION MANAGEMENT

***F-1. Board Consideration of Superintendent's Recommendation for Approval of Update on Capital Outlay Projects**

(Approved)

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

(Approved)

G. PERSONNEL

***G-1. Board Consideration of Superintendent's Recommendation for Approval of Recommendations, Resignations, Terminations and Transfers for Certified and Classified Personnel**

(Approved)

H. SCHOOL BOARD ATTORNEY

H-1. 2016-17 School Board Training Plan

I. SUPERINTENDENT OF SCHOOLS

EXECUTIVE SESSION/ADJOURNMENT

Motion was made by Kelly Poole, seconded by Patsy Jordan and carried to adjourn to Executive Session to discuss a Personnel Matter – Board Self-Evaluation *(O.C.G.A. Section 50-14-3 (6))* at 7:36 p.m., *(7-0 vote)*.

_____ _____

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 August 11, 2016. 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)) - Board

_____ 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 11 day of August, 2016.

Melissa Whatley

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

Notary Public
My Commission Expires: July 24, 2017

MELISSA WHATLEY NOTARY PUBLIC CHEROKEE CO., GEORGIA MY COMMISSION EXPIRES JULY 24 2017

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	A-1

Title

Recognition of Sequoyah HS Marketing Teacher Kari Palmer for International Entrepreneurship Education Program Award

Requested Action

Recognize Sequoyah HS Marketing Teacher Kari Palmer for International Entrepreneurship Education Program Award

Summary Explanation and Background

Sequoyah HS marketing teacher Kari Palmer was honored at this summer's 29th Annual International Entrepreneurship Institute with the Dr. Paul DeLargy Angel Award.

The award is the highest honor the Institute bestows and "recognizes the educator who develops entrepreneurship education best practices along with implementation plans that have the greatest potential for social impact and student transformation." The recipient also must "exhibit passion for student transformation and capture the very spirit of a social entrepreneurship angel."

Ms. Palmer, with CCSD Special Education teacher Linda VanFossen, developed a plan to increase high school graduation rates by involving more Career Technical Instruction (CTI) students in entrepreneurship career classes and by offering more experiential learning activities. CTI is a program that supports Special Education students enrolled in Career, Technical and Agricultural Education classes.

Only one high school teacher receives this annual award, which is named for Dr. Paul DeLargy, founder of Real LEDGE (Leading Economic Development through Global Entrepreneurship), in honor of his dedication to transforming student lives through entrepreneurship. Dr. DeLargy, according to the Institute, "believes that educators who use experiential best practices to serve, teach and inspire their students are the greatest social entrepreneurs, or as he calls them, social entrepreneurship angels."

Major System Priority

Attracting and Retaining the Best Teachers and Support Staff

Financial Impact

N/A

Exhibits: (List)

N/A

Board Action	Source of Additional Information
(For Official School Board Records Only)	Dr. Brian V. Hightower (770) 704-4202 Barbara Jacoby (770) 704-4228

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	A-2

Title

Recognition of Creekview HS and Freedom MS Students for Georgia 4-H Achievements

Requested Action

Recognize Creekview HS and Freedom MS Students for Georgia 4-H Achievements

Summary Explanation and Background

Two CCSD students have been named to leadership roles with Georgia 4-H!

Creekview HS junior Lukas Freeman has been named to the highest leadership role a student can achieve with the organization -- state representative for the State 4-H Board of Directors. He will represent 4-H at events including Agriculture Day at the Capitol, Leadership Day at the Capitol, Junior National Livestock Banquet and Georgia Agribusiness Council Harvest Ball. The State Board makes decisions regarding statewide issues, events and ideas, and Lukas also will help plan 4-H events such as Fall Forum and State 4-H Council, and preside over State 4-H Congress banquets.

Freedom MS eighth-grader Chandler Stevenson has been elected to the Georgia 4-H Northwest District Junior Board of Directors. His responsibilities on board will include helping plan and preside over assemblies for middle and high school project achievement competition. He also will help plan Junior Conference, a statewide service project weekend retreat for middle school students, as well as assist with county-level activities and serve as a role model.

Major System Priority

Improving Student Achievement

Financial Impact

N/A

Exhibits: (List)

N/A

Board Action	Source of Additional Information
(For Official School Board Records Only)	Dr. Brian V. Hightower (770) 704-4202 Barbara Jacoby (770) 704-4228

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	A-3

Title

Approval of Proclamation in Honor of Constitution Week

Requested Action

Approval of Proclamation in Honor of Constitution Week

Summary Explanation and Background

In honor of the 229th anniversary of the signing of the Constitution of the United States of America, and to comply with federal law in this regard, the Cherokee County School Board is issuing a proclamation in honor of Constitution Week, which is observed during the week of September 17 - 23 each year.

[From www.dar.org] The aims of the Constitution Week celebration are to:

- Emphasize citizens' responsibilities for protecting and defending the Constitution.
- Inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life.
- Encourage the study of the historical events which led to the framing of the Constitution in September 1787.

As Fall Break coincides with the National observance, CCSD will observe Constitution Day on Sept. 16, and teachers are encouraged to plan activities for the week of September 12 - 16.

Major System Priority

Increasing Parental and Community Involvement

Financial Impact

N/A

Exhibits: (List)

Proclamation in Honor of Constitution Week

Board Action	Source of Additional Information
(For Official School Board Records Only)	Barbara Jacoby (770) 704-4228 Susan McCarthy (770) 704-4206

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

Constitution Week 2016

Whereas, September 17, 2016 marks the two hundred and twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW, THEREFORE, we, the Cherokee County School Board, do hereby proclaim September 17 through 23, 2016 to be Constitution Week, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

IN WITNESS WHEREOF, I have hereunto set my on this first day of September in the year two thousand sixteen.

_____

Kyla Cromer, School Board Chair

_____

Dr. Brian V. Hightower, Superintendent of Schools

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	A-4

Title

Approval of Proclamation Recognizing September as National Attendance Awareness Month

Requested Action

Approval of Proclamation Recognizing September as National Attendance Awareness Month

Summary Explanation and Background

According to the U.S. Department of Education, more than 6.5 million students missed 15 or more days – almost a full month – of school during the 2013-14 academic year. During that school year, students were chronically absent in every state, and nearly 500 school districts reported that 30 percent or more of their students missed at least three weeks of school.

While the School District maintains strong overall student attendance rates (+96% average daily attendance over the past ten years), the attendance of every student every day is critically important to their individual success, as well as the overall continued high performance of the School District and the Cherokee County community at large.

The Georgia Department of Education is calling upon Superintendents of Schools and School Boards to make the promotion of attendance a priority including through support of National Attendance Awareness Month, which is observed in September.

In addition to this proclamation, the School District will be promoting the month in the community through its various communications platforms.

Major System Priority

Improving Student Achievement

Financial Impact

N/A

Exhibits: (List)

Proclamation Recognizing National Attendance Awareness Month

Board Action	Source of Additional Information
(For Official School Board Records Only)	Barbara Jacoby (770) 704-4228 Trey Olson (770) 704-4269

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

National Attendance Awareness Month 2016

Whereas, September is observed as National Attendance Awareness Month to support a growing national movement of school leaders looking beyond average daily attendance and truancy numbers to identify and address the challenges that keep students from getting to school every day; and

Whereas, it is fitting and proper for the Cherokee County School District to observe this month as a continuation of its focus on continuously increasing student achievement; and

Whereas, adoption of a proclamation, along with other promotion by the Cherokee County School District, will raise awareness of the importance of every student attending school every day;

NOW, THEREFORE, we, the Cherokee County School Board, do hereby proclaim September as National Attendance Awareness Month in the Cherokee County School District.

IN WITNESS WHEREOF, I have hereunto set my on this first day of September in the year two thousand sixteen.

_____

Kyla Cromer, School Board Chair

_____

Dr. Brian V. Hightower, Superintendent of Schools

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	A-5

Title

Approval of Partnership Agreements

Requested Action

Board Consideration of Superintendent's Recommendation to Approve Renewal of Partnership Agreement with the City of Ball Ground and Approval of New Partnership Agreement with Raising Giants

Summary Explanation and Background

One of the School Board's Major System Priorities is increasing 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.

The School Board is requested to consider the Superintendent's recommendation to approve the renewal of a Partnership Agreement with the City of Ball Ground and a new Partnership Agreement with Raising Giants.

Major System Priority

Increasing parental and community involvement

Financial Impact

N/A

Exhibits: (List)

Draft Agreements Attached

Board Action	Source of Additional Information
(For Official School Board Records Only)	Dr. Brian V. Hightower 770.704.4202 Barbara Jacoby 770.704.4228

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

THE CITY OF BALL GROUND

This agreement entered into on this 1st day of September, 2016 ~~19th day of August, 2010~~ by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board"

And

The City of Ball Ground hereinafter referred to as "Ball Ground."

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, utilize technology effectively 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; and,

WHEREAS, Ball Ground's mission is to provide responsive local governmental services and lead local efforts that enhance the quality of life for residents of the City and the surrounding community~~; and~~.

~~WHEREAS, Ball Ground's mayor serves as Chairman of the Ball Ground ES School Advisory Committee, and~~

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 in emergency situations, such as natural disasters and inclement weather; and share information concerning road conditions, especially in inclement weather.

3. Shall continue to allow the City use of Ball Ground ES STEM Academy's facility for city-sponsored events.

~~4. Shall coordinate needs determinations and future school site selection with the City's Planning and Economic Development office.~~

~~5. Shall correspond the needs of future school sites with other planned city 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.~~

~~6. 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 Ball Ground's plans for land usage. This initiative will include the sharing of database information, such as population trends, enrollment, zoning applications, etc.~~

7. Shall develop methods to work in conjunction with the City in their zoning process, so that developers are routinely expected to mitigate the financial impact on the school system and Ball Ground.

~~8. Shall grant a City representative staff-status at School Board meetings, so that school system recommendations and decisions in this regard are routinely considered by the City in that forum, as need be.~~

~~9. Shall provide regular opportunities for City representatives to inspect surplus property in order to determine if there may be a need for such property (first right of refusal).~~

ARTICLE III

Ball Ground:

1. Shall assess no costs to the other party in cases of easement granting of City-controlled property.

2. Shall share information and facilities in emergency situations, such as natural disasters and inclement weather; and share information concerning road conditions, especially in inclement weather

3. Shall coordinate needs determinations and future City construction projects with the School Board's Department of Planning and Forecasting.

~~4. Shall correspond the needs of planned City 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.~~

~~5. 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 City plans for land usage and vice versa. This initiative will include the sharing of database information, such as population trends, enrollment, zoning applications, etc.~~

6. Shall develop methods to work in conjunction with the School Board in its zoning process, so that developers are routinely expected to mitigate the financial impact on the school system and City.

~~7. Shall grant a school system representative staff-status at City Council meetings, so that school system analysis and recommendations in this regard are routinely considered in that forum.~~

8. Provide City of Ball Ground employees as judges for the School System Science Fair, Young Authors Fair, Governors Honors, Speech Contests and other related functions.

9. Provide and establish a Speakers Bureau list, for City employees to serve as classroom speakers on requested topics.

10. Continued sponsorship of Reading Mentoring; an Accelerated Reader middle of the year ice cream award party; $100 donation for a quarterly school attendance award and other activities when possible.

11. Continue participation in the Chamber of Commerce Partners in Education program.

12. Encourage relationships between Ball Ground Public Library and Ball Ground ES STEM Academy students. (Current SIP incorporates Public Library for reading objective).

13. Consider development of a program to encourage Ball Ground residents to complete their high school degree with possible financial incentives.

14. Accept all children/interested participants for participation within its programs without regard to their gender, race, political affiliation, age, national origin or handicapping condition or any other discrimination recognized and prohibited by State or Federal Law. Children/participants with handicaps must be provided all necessary levels of supervision and must be included within the activities of the partnering organization. As a result of this partnership agreement, Ball Ground must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is September 1, 2016 through September 1, 2017 ~~August 19, 2010 through August 18, 2011~~. This contract shall automatically renew for additional terms not to exceed five years unless either party notifies the other at least 60 days prior to renewal date.

ARTICLE V

This contract may be terminated by either party upon thirty (30) days written notice to the other party with or without cause. All notice of this contract shall be given to the Superintendent of Cherokee County Schools at 110 Academy Street, Canton, Georgia 30114, and to the Mayor of Ball Ground, at P.O. Box 285, Ball Ground, Georgia 30107.

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

CITY OF BALL GROUND

_____

A.R. Roberts, III, Mayor

_____

Attest: Karen L. Jordan, City Clerk

Approved as to form:

_____

City Attorney

THE CHEROKEE COUNTY BOARD OF EDUCATION

_____

By: Kyla Cromer, Chairman

_____

By: Dr. Brian V. Hightower

Superintendent of Schools

Approved as to form:

_____

Tom Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

RAISING GIANTS

This agreement entered into on this 1st day of September, 2016, by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board" and Raising Giants, Inc. hereinafter referred to as "Raising Giants."

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; and

WHEREAS, Raising Giants is a nonprofit organization established for the benefit of underprivileged children in North Georgia communities with a goal of improving their quality of life by creating opportunities for them to play in organized baseball competition outside of school-sponsored or private after-school leagues.

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 Free Home ES outdoor recreational baseball fields, waiving facility use fees as contained in School Board Policy KG (Use of School Facilities).

2. Will provide continued use of ingress and egress road at Macedonia ES and parking areas for adjacent Raising Giants ball fields, waiving facility use fees as contained in School Board Policy KG (Use of School Facilities).

3. Will continue to promote Raising Giants community-based programs through existing communication channels.

4. Will pursue the opportunity for additional school/Raising Giants outdoor recreational baseball field partnerships throughout the county.

ARTICLE III

Raising Giants:

1. Will abide by the rules and regulations contained in the facility use contract at the Free Home ES facility.

2. 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.

3. 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.

4. 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. Raising Giants will supervise the repairs by a mutually agreed upon contractor.

5. Will limit the use of the fields to Saturdays from 7:00 a.m. to 10:00 p.m., Sundays from 7:00 a.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 7 a.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.

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, Raising Giants 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 September 1, 2016 through September 1, 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 679, Street, Canton, Georgia 30169, and to Raising Giants, 1735 Buford Hwy Suite 215-179, Cumming GA 30041.

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

RAISING GIANTS

_____

Glenn Sutko, Director

THE CHEROKEE COUNTY BOARD OF EDUCATION

_____

By: Kyla Cromer, Chairman

_____

By: Dr. Brian V. Hightower

Superintendent of Schools

Approved as to form:

_____

Tom Roach, Esquire

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	B-1

Title

Resolution - - Governor's Opportunity School District

Requested Action

Board Adoption of Resolution - - Governor's Opportunity School District

Summary Explanation and Background

In light of requests from constituents regarding the School Board's position on the Constitutional Amendment relative to the Governor's Opportunity School District, which will be on the November 2016 General Election ballot, the attached resolution is submitted for consideration by the Board.

Major System Priority

Increasing Accountability

Financial Impact

N/A

Exhibits: (List)

Proposed Resolution

Board Action	Source of Additional Information
(For Official School Board Records Only)	Kyla Cromer, Board Chairman (678) 493-8088

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

RESOLUTION - - GOVERNOR'S OPPORTUNITY SCHOOL DISTRICT

WHEREAS, on November 5, 2015, the Cherokee County School Board ("School Board") unanimously approved its 2016 Legislative Program which included as a priority, "Align current and future legislative initiatives (e.g., Governor's proposed Opportunity School District Constitutional Amendment) with State Constitutional provisions regarding local control and management of public schools, rather than usurping locally-elected School Boards' authority;" and,

WHEREAS, the School Board supports the authority of the State's local boards of education to manage and control the operation of the local public schools, opposing any legislation that attempts to override the constitutional authority of locally-elected boards to make educational decisions for their communities; and,

WHEREAS, in November 2016, a State Constitutional amendment will be included on the ballot, which would, if approved, give the State authority to take control from certain Georgia schools and create a State-operated school district; and,

WHEREAS, if approved, local control will be eliminated and schools that have been determined as "failing" by the State may be placed into an "Opportunity School District;" and,

WHEREAS, if approved, the administration of schools placed in the "Opportunity School District" would be overseen by a State-appointed Superintendent, to be confirmed by the Senate, with authority to waive State board of education rules, regulations, policies, procedures or provisions; and,

WHEREAS, if approved, facilities of qualifying schools shall come under control of the "Opportunity School District," where the "Opportunity School District" Superintendent may repurpose the facility for use by an education service provider; and,

WHEREAS, if approved, qualifying schools may be subject to any of the following intervention models, as determined by the "Opportunity School District" Superintendent:

(1) Direct management of the qualifying school by the "Opportunity School District;" or,

(2) Shared governance of the qualifying school by the "Opportunity School District" and the local board of education pursuant to a contract in which the local board of education operates the school and the "Opportunity School

District" Superintendent has the authority to direct changes to be made at the school; or,

(3) Reconstitution of the qualifying school as an "Opportunity School District" charter school in which the "Opportunity School District" works in collaboration with the State Charter Schools Commission to build capacity of petitioning governing boards and charter school applications to establish a charter that will be approved by the State Charter Schools Commission; or,

(4) Closure of the qualifying school which is not enrolled at full capacity and reassigning the students to a non-qualifying school within the local school system. School closure shall be the intervention of last resort; and,

WHEREAS, if approved, the total allotment of state and federal funds to the local school system in which a qualifying school is located will be calculated as otherwise provided in enabling legislation of this title with an ensuing reduction equivalent to the amount of funds appropriated to any such schools; and,

WHEREAS, other state takeover efforts (e.g., Louisiana and Tennessee) have not proven to be successful and have not improved student achievement results; and,

WHEREAS, taking away local control, diminishing resources, and making efforts to shift the governance of local schools, will do just the opposite for the successful outcomes of Cherokee County School District students, and will not result in the needed infusion of state resources for the full support of Local Educational Agencies; and,

WHEREAS, ensuring real opportunity for every student means providing struggling schools with resources that attract the best faculty and staff, improved access to health and social services, and enhanced supports for academic enrichment opportunities;

NOW, THEREFORE, BE IT RESOLVED, that the Cherokee County School Board opposes creation of a state-run school district, otherwise known as the "Opportunity School District," and that we commit to fully educate our community about the issues raised by this proposed Amendment.

Adopted this the 1st day of September 2016.

CHEROKEE COUNTY BOARD OF EDUCATION

Kyla Cromer, Chairman
Patsy Jordan, Vice-Chairman
Mike Chapman
John Harmon
Clark Menard
Kelly Poole
Robert Rechsteiner

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	C-1

Title

Board Consideration of Superintendent's Recommendation for Approval of 2016-17 Technical Modifications to School Board Policies (18) - - on Final Reading

Requested Action

Board Consideration of Superintendent's Recommendation for Approval of 2016-17 Technical Modifications to School Board Policies (18) - - on Final Reading

Summary Explanation and Background

As a result of annual review of School Board policies to ensure continued alignment with State and Federal Laws/regulations, the attached technical modifications to Board Policies AD, FDB, FDBD, IFAA, IFABB, IFB, IFBG, IFBGA, IFCB, IHC, JBC(4), JBCC, JCAC, JCDAB, JCEB, JDD, JHC and JK are recommended by the Superintendent for Board approval.

Major System Priority

Increasing Accountability

Financial Impact

N/A

Exhibits: (List)

Executive Summary of Changes to Attached Policies

Board Action	Source of Additional Information
(For Official School Board Records Only)	Dr. Brian V. Hightower (770) 704-4202 Mike McGowan (770) 721-6242

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

BOARD POLICY - - EXECUTIVE SUMMARY

AD School Attendance Areas	Modifies Policy language to align with current districtwide practices and standardized language relative to School District's development of school attendance areas.
FDB Long-Range Needs Determination	Modifies Policy language to align with current districtwide practices and standardized language relative to the School District's strategic development of long-range facility plans.
FDBD Enrollment Projections	Modifies Policy language to align with current districtwide practices and standardized language relative to the School District's development of short- and long-term student enrollment projections.
IFAA Instructional Res. Materials Selection and Adoption	Modifies Policy language to align with current districtwide practices and procedures relative to the School District's instructional resources selection, adoption and review processes.
IFABB Internet Safety	Modifies Policy language to insure compliance with the Children's Online Privacy Protection Act (COPA), which is a critical component of the School District's eligibility for continued e-rate funding.
IFB Instructional Services	Modifies Policy language relative to Federal and State laws governing the School District's development and implementation of instructional planning and support programs.
IFBG Internet Acceptable Use	Modifies Policy language to align with current districtwide practices and procedures relative to the School District's acceptable use policies governing all usage of technology by students and staff.
IFBGA Technology Use Policy	Modifies Policy language to align with current districtwide practices and procedures relative to the School District's allowance of personal technology by students and staff.
IFCB Field Trips and Excursions	Modifies Policy language to align with current districtwide practices and procedures relative to the School District's planning and organization of student field trips.
IHC Class Rankings	Modifies Policy language to align with current districtwide practices and standardized language by replacing the School District's use of "College Credit Now" terminology with "Move on When Ready."
JBC(4) Transferring Credit	Modifies Policy language to align with current districtwide practices and procedures relative to the School District's current provisions for student transfer credits.
JBCC Student Assignment and Reassignment	Modifies Policy language to align with current districtwide practices and standardized language relative to the School District's current reassignment and transfer provisions.
JCAC Harassment	Modifies Policy language to align with current districtwide practices relative to the School District's provisions for investigating harassment complaints.
JCDAB Student Alcohol Use	Rescinds Policy as the applicable student disciplinary dispositions for student alcohol use/possession are contained within the School District's current Student Discipline Policy.
JCEB Hearing Procedure	Modifies Policy language to align with current districtwide practices and standardized language relative to the School District's current student disciplinary hearings.

BOARD POLICY - - EXECUTIVE SUMMARY

JDD Suspensions/Expulsion	Modifies Policy language to align with current districtwide practices and procedures relative to the School District's provisions for student suspensions and expulsions.
JHC School-Sponsored Clubs and Organizations	Modifies Policy language to align with current districtwide practices and procedures relative to the School District's requirements for student club formation.
JK Solicitations	Modifies Policy language to align with current districtwide practices and standardized language relative to the School District's provisions for soliciting/fundraising.

I. AUTHORITY OF THE SCHOOL BOARD TO ESTABLISH ATTENDANCE AREAS

School attendance ~~district boundaries~~ areas ~~shall~~ will be established by the School Board and may be changed as the population conditions warrant or capacities of buildings require adjustment of student loads.

School attendance areas ~~are~~ will be shown on an official map adopted by the School Board ~~which is~~ on file in the Office of the Superintendent ~~of Schools~~ and ~~is~~ available for public inspection.

II. MITIGATING A CHANGE IN ATTENDANCE AREAS

When Board action results in changing attendance ~~zones~~ areas due to the opening of a new school, students affected by the change who will be rising twelfth graders shall be given the opportunity to continue to attend the school in which they are presently enrolled. These students will have the same rights and privileges afforded all other students.

Students affected by the change who will be 9th, 10th or 11th graders must attend the high school in their attendance ~~zone~~ area assigned by the School Board with the following exceptions:

A. Hardship cases.

B. Cases where students would desire a course offering or activity not available in the other school. A student may apply for exemption to this policy in the following manner:

1. Request for transfer from one school to another shall be directed to the Superintendent in writing explaining reasons for request. The Superintendent or designee ~~shall~~ will approve or reject the request and notify parents and/or students by letter as soon as possible.

2. Appeals ~~shall~~ will be made to the Board of Education through the Superintendent.

There ~~shall~~ will be no transfers between semesters except in hardship cases.

Unless required by Federal law, ~~In no event will~~ the school ~~system~~ district will not furnish transportation to students outside prescribed attendance ~~zones~~ areas. ~~except for the special education students.~~

III. ADEQUATE EDUCATIONAL FACILITIES, DESIGNATION OF SCHOOLS AND ATTENDANCE AREAS, DEVELOPMENT OF POSITIVE ALTERNATIVES TO ACCOMMODATE GROWTH, TO KEEP SCHOOLS

OPEN, AND TO ELIMINATE AND CONSOLIDATE OR REPURPOSE SCHOOLS

The Superintendent ~~of Schools shall~~ will ~~annually~~ submit as required to the School Board recommendations for the establishment, organization and operation of educational facilities. This organization of schools, classes and services will provide adequate educational opportunities for all children in the district.

After considering recommendations of the Superintendent ~~of Schools~~, the School Board ~~shall~~ will adopt and provide for the execution of plans for the establishment, organization and operation of the schools ~~of the district~~ which ~~shall~~ will include:

- Designating schools and attendance areas for the ensuing school year(s). Attendance areas for special education students will not always conform to those for general education students.
- Providing adequate educational facilities for all school-age children in the district, as defined in Georgia ~~statute~~ Law.
- Providing strategies to accommodate growth.
- Providing positive alternative strategies to be implemented within a designated timeframe for those under enrolled schools to increase their enrollment.
- Providing for the elimination/repurposing/consolidation of schools whenever the needs of pupils can better and more economically be served.

~~**A. Procedural guidelines to be used in the implementation of this policy shall include the following components**~~

~~1. Application of student assignment strategies that are equal and fair for all students.~~

~~2. Provision of opportunities for equitable instructional services throughout the district.~~

~~3. Improvement of instructional services and student learning.~~

~~4. Stabilization of school attendance to the greatest extent possible.~~

~~5. Opportunity for public input.~~

~~6. Establishment and maintenance of feeder patterns (Innovation Zones) that permit students to move forward together from elementary school to middle school and middle school to high schools to the maximum extent possible.~~

7. Involvement of the affected community in decisions regarding recommendations for uses of schools no longer needed by the district.

8. Application of guidelines and standards for adequate educational facilities, designation of schools and attendance areas, provision for positive alternative strategies for accommodating growth and after due consideration of all factors, elimination and consolidation of schools and/or construction of new schools.

9. Ensure that educational facilities throughout the district are equitable.

B. Guidelines for the establishment of boundaries and attendance areas

1. Boundary changes are an appropriate means to maintain equal educational opportunities.

2. Consideration should be given to the demographic changes of the community and the student populations at each school.

3. Where possible, neighborhood elementary schools should be maintained.

4. Visual inspection of affected boundary areas shall be required before proposing any boundary adjustments, school closings or establishing boundaries for new school.

5. The assignment of a student to or from a particular facility should be considered if it is continually over utilized or underutilized. The standards for closure or construction shall be considered in the application of this guideline.

6. The Assistant Superintendent, after receiving input from Zones and Boundary Focus Groups will make recommendations to the Superintendent of Schools who, in turn, will make recommendations to the School Board. Principals of schools proposing boundary changes shall transmit a description of proposed changes to the Assistant Superintendent prior to consideration of the proposal by the Boundary Focus Group. Staff shall analyze such proposal(s) with regard to any impact on current or future overcrowding status at the sending or receiving school(s). A report shall be transmitted by the Assistant Superintendent to the Principal(s)/Boundary Focus Group stakeholders, in a timely manner, for information purposes. The report shall be part of the boundary a process record and shall be considered by the Boundary Focus Group and the Assistant Superintendent, in their recommendations to the Superintendent of Schools.

~~7.~~ ~~Through the Boundary Focus Group, members of the community will be notified of proposed boundary changes, new school openings and/or recommended school repurposing/closures, prior to School Board action, allowing for full participation of the public.~~

A. Standards for staff and School Board review of attendance areas

1. Application of student assignment strategies that maintain fair and equal educational opportunities and instructional services for all students throughout the school district with a focus on continual improvement of services and student learning.

2. Stabilization of school attendance areas to the greatest extent possible. Where possible, neighborhood elementary schools will be maintained. Consideration will be given to the demographic changes of the community and the student populations at each school.

3. Opportunity for public input during review process and involvement of the affected community in decisions regarding recommendations for uses of schools no longer needed by the school district.

4. Establishment and maintenance of stable feeder patterns (Innovation Zones) that permit students to move forward together from elementary school to middle school and middle school to high schools to the maximum extent possible ensuring that educational facilities throughout the school district are equitably equipped and maintained.

5. Application of guidelines and standards for adequate educational facilities, designation of schools and attendance areas, provision for positive alternative strategies for accommodating growth and after due consideration of all factors, elimination and consolidation of schools and/or construction of new schools.

6. The Deputy Superintendent, after receiving input from Zones and Attendance Area Focus Groups (a open group consisting of interested stakeholders) will make recommendations to the Superintendent who, in turn, will make recommendations to the School Board. Principals of schools proposing attendance area changes will transmit a description of proposed changes to the Deputy Superintendent prior to consideration of the proposal by the Attendance Area Focus Group. Staff shall analyze such proposal(s) with regard to any impact on current or future overcrowding status at the sending or receiving school(s). A report shall be transmitted by the Deputy Superintendent to the Principal(s)/ Attendance Area Group stakeholders, in a timely manner, for information purposes. The report will be part of the attendance area process record and will be considered by the

Attendance Area Focus Group and the Deputy Superintendent, in their recommendations to the Superintendent.

7. Through the Attendance Area Focus Group, members of the community will be notified of proposed attendance area changes, new school openings and/or recommended school repurposing/closures, prior to School Board action, allowing for full participation of the public.

~~A.~~B. Standards for school construction and school sites

1. Relevant factors to consider for new site construction are site acquisitions or disposals, building additions, locations of portables, school site selection policy, financial impact on the School District, cost effectiveness (including capital cost), transportation requirements, and enrollment projections for the affected geographical areas.

2. New plant school/facility construction should be considered when long-range enrollment projections clearly indicate the need for construction of additional facilities. The guidelines for establishment of ~~boundaries shall~~ attendance areas will be considered in the application of this standard.

3. A long-range plan for site acquisition and disposal must be prepared in conjunction with long-range projections of enrollment.

4. All ~~plant~~ school construction and site acquisition and disposal must comply with State Board Rules and Georgia Statutes.

~~D.~~C. Standards for review of proposals for addressing school district capital outlay needs and/or overcrowding from municipalities, developers or other individuals/groups/entities

1. Recognizing that many documented capital needs can only be met through a substantial new source of revenue, the School Board ~~shall~~ will encourage municipalities, the county, developers, groups, individuals and businesses to submit proposals to the Superintendent addressing critical overcrowding, and/or plans for renovating, building or rebuilding school facilities. All proposals and/or plans must result in substantial economic benefits or savings for the School District, must not delay or defer projects in the five year capital improvement program and must be submitted on or before a date specified by the Superintendent. In evaluating proposals, the following factors ~~shall~~ will be taken into consideration:

    a. Community need.
    b. Economic feasibility.

c. Community support.
d. Ability to promote diversity.
e. Financial incentives/matching dollars.
f. Impacts on all equity issues in the District.
g. Health and safety factors.
h. Potential impact on student achievement.
i. Continued requirement to meet critical facility needs district-wide.

2. To the extent that a municipality, county, developer, or other individual/group/entity proposes a plan that will result in substantial economic benefit or savings for the School District, the School Board may consider addressing the capital requirements for facilities that serve that municipality or development earlier than would have been the case through its existing five year capital improvement program.

3. Any plan proposed by a municipality, developer, or other individual/group entity to address School District capital needs and/or school overcrowding ~~shall~~ will not provide any vesting rights to developers or other individuals/ groups/entities.

4. Where the provision of significant resources by a municipality, county, developer or other individual/group/entity would affect the equitable distribution of resources district wide, the proposal ~~shall~~ will be modified to reflect that equity standard.

~~E.~~D. Standards for the Closing of Schools

Schools should be considered for closing if they are consistently not educationally effective in relation to other schools in the School ~~d~~District, using one or more of the following criteria:

1. The overall financial impact on the School District, cost effectiveness (including capital outlay), transportation requirements and enrollment projections for the affected geographical areas should be carefully considered as relevant factors.

2. ~~The school's student enrollment is significantly below building capacity and the population projections of the school's contiguous attendance area are expected to continue declining.~~

3. ~~General condition of the building is poor and/or design is educationally obsolete and exceptionally large amounts of capital outlay are needed to continue the operation of the school.~~

~~**F. Guidelines for the Development of Positive Alternatives to Keep Schools Open**~~

~~The Boundary Focus Group, established and facilitated by the Assistant Superintendent will identify under-enrolled schools with the potential to increase their enrollment. Implementation plans in this regard will be developed by the Assistant Superintendent. The Boundary Focus Group and designated principals.~~

~~G.~~E. ~~Guidelines~~ Standards for Implementation of Attendance Area Modifications

1. The Deputy ~~Assistant~~ Superintendent shall submit to the Superintendent ~~of Schools~~ a list of:

   a. Schools with recommended ~~boundary~~ attendance area changes.

   b. Schools or area designated for new construction or building additions.

   c. Schools subject to further review with recommendations for implementation of positive alternative strategies.

   d. Schools that will be recommended for closing and/or consolidation.

   e. Any other ~~policy~~ revisions necessary to ensure the implementation of this policy.

2. When recommendations have been made by the Superintendent ~~of Schools~~ to the School Board for a school closing or major ~~boundary~~ attendance area change, the Assistant Superintendent and designated staff will meet with the school personnel, parents, local government(s) and other members of the community, for information on and preparation for the change.

3. When recommendations have been made for strategies to increase enrollment, designated personnel will work with the staff and parents of that school to begin design and implementation of the plan. ~~to effect the same~~.

4. After final adoption of recommendations by the School Board, the Superintendent ~~of Schools shall~~ will immediately designate personnel to plan with the parents, community and staff of the schools involved ensuring a smooth transition process during implementation of the recommendations.

~~H.~~E. ~~Guidelines~~ Standards for the Use of Closed Schools

1. The Superintendent ~~of Schools~~ shall bring, within reasonable time recommendations for ~~disposal~~ surplus or alternative uses of schools by the School Board.

2. If the system has no further need for the facility, the School Board shall act in accordance with Georgia ~~Statutes~~ Law, after receiving recommendations for surplus or alternative use. ~~from a task force of staff, parents, community, and the local government(s) of the affected community.~~

ADOPTED: August 2, 2001
REVISED: August 11, 2016

~~**Cross Ref.: JBCC – Student Assignment**~~

Cherokee County Board of Education

I. LONG-RANGE FACILITY PLANNING

The Cherokee County Board of Education authorizes the Superintendent to gather information as to long-range facility needs of the School ~~d~~District. The Superintendent may utilize the services of those consultants, such as city, county or regional planners, as deemed necessary.

The Superintendent's report should take into consideration location of student population and the population trends of the district.

II. NEW SCHOOL SITE SELECTION

The School Board ~~of Cherokee County~~ by virtue of the ~~c~~Constitution of the State of Georgia and Georgia ~~statutes~~ Law has the authority to operate, control and supervise all ~~free~~ public schools within the School District and may exercise any power except as expressly prohibited by the Federal Constitution, ~~state~~ the Georgia ~~c~~Constitution or general law. ~~These powers include approving plans for locating, planning, constructing, sanitizing, insuring, maintaining, protecting and condemning school property~~ ~~t~~The location of ~~existing schools and~~ future school sites ~~shall~~ will be in accordance with Georgia ~~statutes~~ Law, Georgia administrative rules and with ~~the rules listed below~~ this policy. Concurrent with decisions to propose and/or build additional new schools and prioritize such schools on the basis of criteria in this policy, the Superintendent ~~shall~~ will analyze and consider the need and opportunity to upgrade, renovate and expand existing schools to assure equitable opportunity for quality education and full capacity utilization of existing schools prior to making a recommendation to the School Board for its consideration and final action. The adherence to this provision in no way is intended to avoid the construction of new schools when such upgrading, renovating and expansion of existing schools would be inadequate to meet overcrowding pressures and educational objectives that may be better met by constructing new and/or replacement schools.

~~Rules~~ Standards for New School Site Selection

New schools, ~~and~~ special centers or other school facilities ~~shall~~ will be located so as to serve the intended ~~student~~ population in accordance with the following:

A. Proposed new schools will be prioritized based upon student need (current and projected student growth), ~~and~~ remedies needed to equalize facilities and the School District's budget.

B. After the need for a new or replacement school, ~~or~~ center or facility has established, based upon current and projected student growth along with other needs, potential sites for the facility will be identified. A~~n~~ confidential inventory of the vacant sites, which meet the size and configuration requirements, will be compiled.

C. The School District, whenever possible, will strive to locate new schools and to purchase school sites in areas which offer, because of their location, the opportunity to achieve diversity.

~~D. The Superintendent's Site Review Committee will review appropriate site(s).~~

~~E. After review by the Superintendent's Site Review Committee, the Superintendent shall recommend a site to the School Board.~~

D. ~~Guidelines for~~ Studies that may be included in the process of school site selection ~~will~~ may include the following: wetlands study, soil analysis, acceptance by health department if necessary ~~if on septic system~~, availability of adequate public water and sewer, archeological study, ~~water pressure test, and flood letter from U.S. Corp of Engineers.~~ traffic study and acceptance by the State Department of Education. Nothing herein will require or limit staff from thoroughly investigating potential real estate acquisitions.

ADOPTED: August 2, 2001
REVISED: August 11, 2016

Cherokee County Board of Education

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. After the 20-day student enrollment count of each school year, the Superintendent ~~of Schools~~ will evaluate the impact of actual student enrollment and determine critically overcrowded schools.

2. Schools ~~shall~~ will be deemed critically overcrowded when they exceed 140% of their enrollment capacity, as reflected in the Cherokee County Inventory of School Housing (CCISH) and when they meet other criteria affect~~ed~~ing 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, cafeteria usage, water/septic/sewer requirements, space available for additional portables, etc.).

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

4. As a part of ~~the~~ an inclusive review process, the principal of each critically overcrowded school will consider ~~the following menu of~~ strategies from the following menu for addressing critical overcrowding and forward all stakeholder-identified options to the ~~Assistant Superintendent for School Operations~~ Deputy 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. ~~district and/or others, including municipalities, developers, etc.).~~

    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. ~~Boundary~~ Attendance area changes (in conjunction with the Attendance Area ~~Boundary~~ 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-5 Center~~
(5) K-8 Center
(6) Single Grade Center (e.g., 6,9)
(7) 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 ~~support services~~ 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 ~~Assistant Superintendent of School Operations~~ Deputy Superintendent will insure 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 the top three rank-ordered proposed alternative student enrollment options among staff, parents, and other stakeholders. If consensus cannot be reached, the ~~Assistant Superintendent of School Operations~~ Deputy Superintendent will make a recommendation to the Superintendent of Schools on a proposed alternative student enrollment option.

   d. Observes ~~the mid-November~~ the pre-determined deadline for a recommendation in this regard to the Superintendent ~~of Schools~~.

8. The Superintendent ~~of Schools~~ will make a recommendation if deemed necessary to the School Board ~~in this regard by the end of December~~ regarding attendance area adjustments.

~~9. This policy will be reviewed annually in June to review (and adjust, if necessary) the criteria for determining critically overcrowded schools.~~

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 ~~system~~ 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 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 ~~TAD~~ TIP proposal of such local governmental entity must be approved by the School Board prior to ~~TAD~~ TIP implementation and must adhere to the following requirements:

- every local governmental entity seeking School Board approval of a proposed ~~TAD~~ TIP is required to provide the public with timely, official notice regarding the manner in which ~~TAD~~ 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 ~~TAD~~ TIP);

- except as otherwise approved by the School Board, each ~~TAD~~ 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 ~~TAD~~ TIP financial/tax data (including the most recent three-year property appraisal data for all property within the proposed ~~TAD~~ TIP) must be delineated in the proposal; additionally, the proposed ~~TAD~~ TIP must also reflect the estimated amount of future revenue which will be lost by the School District for each year of ~~TAD~~ TIP implementation . . . both at the proposal stage and, on an updated/actual basis, each year thereafter;

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

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

ADOPTED: August 2, 2001
REVISED: August 11, 2016
Cherokee County Board of Education

~~Textbook~~ Instructional Resources Selection and Adoption

~~Textbooks,~~ Instructional Resources (textbooks, software, supplemental materials), as defined by the ~~Georgia~~ State Board of Education, ~~shall~~ will be selected ~~on a cycle which coincides with the State adoption cycle~~ by a committee appointed by the Superintendent, consisting ~~made up~~ of ~~central office~~ district-level staff, ~~principals/assistant principals~~ school administrators, teachers, instructional support personnel ~~representing each school,~~ and parent/community representatives. ~~The committee shall be appointed by the Superintendent~~.

The primary ~~objective~~ goal of the committee ~~shall~~ will be to assure that all ~~textbooks~~ instructional resources are thoroughly evaluated for the highest degree of accuracy, quality, and alignment with the ~~Cherokee County~~ School District Standards and the student performance standards as approved by the State Board of Education ~~before they are recommended~~ prior to submission to the Superintendent for ~~presentation~~ recommendation to the ~~Board of Education~~ School Board for adoption.

~~Textbook~~ Instructional resource adoptions ~~shall~~ will be ~~implemented~~ considered from ~~textbook~~ listings prescribed by the ~~Georgia~~ State Board of Education. The ~~system~~ School District may continue use of ~~an~~ adopted ~~series~~ resources, provided that any new ~~books~~ resources purchased subsequent to the State adoption of new instructional resources are purchased from the most recent listing.

A process for review of the proposed instructional materials will be made available by the School District upon stakeholders' requests. ~~Textbook~~ Instructional resource adoptions ~~shall~~ will be within the framework of the State Board of Education requirements.

ADOPTED: August 2, 2001
~~REVISED: July 23, 2014~~
REVISED: August 11, 2016

Cherokee County Board of Education

The Cherokee County Board of Education is committed to providing opportunities for students and staff to participate in learning experiences via various electronic technologies. Accordingly, the Internet, a global electronic information infrastructure, is recognized as an important educational resource. ~~similar to books, magazines, videos, CD-ROMs and other informational services.~~

Information gathered by students and staff via the Internet ~~shall~~ will be related to the educational purposes of enhancing the teaching program and student achievement, providing support for instructional and curricular goals and assisting students in the attainment of skills necessary to continue their development as life-long learners in a technologically advanced world.

The Internet is viewed as a fluid environment in which information available to students is constantly changing. Therefore, the School District believes that it is impossible to predict with certainty what information students might locate. The electronic information available to students does not imply endorsement by the School District of the content.

~~The Superintendent shall establish guidelines, access criteria and protection measures as may be deemed necessary in regulating the use of the Internet by students and staff. The system guidelines and criteria will be in accordance with the requirements of law and applicable regulations.~~

INTERNET SAFETY

A. The Superintendent ~~shall~~ will, with respect to any ~~computers~~ electronic devices belonging to the ~~Cherokee County~~ School District and/or having access to the Internet:

   1. insure that a qualifying "technology protection measure," as that term is defined in section 1703 (b)(1) of the Children's Internet Protection Act of 2000 (CIPA), is installed and in continuous operation; and,

   2. institute, maintain and enforce procedures or guidelines which provide for monitoring the online activities of users and the use of the chosen technology protection measure to prevent access to visual depictions that are (i) obscene, (ii) child pornography, or (iii) "harmful to minors," as that term is defined in section 1721 (c) of ~~the Children's Internet Protection Act of 2000~~ CIPA.

B. The Superintendent ~~shall~~ will, with respect to access to the Internet by or through computers, networks or other devices belonging to the ~~Cherokee County~~ School District institute, maintain and enforce procedures or guidelines which:

   1. provide for monitoring the online activities of users to limit, to the extent practicable, access by minors to inappropriate matter on the Internet ~~and the World Wide Web~~; and,

2. are designed to promote the safety and security of minors when using electronic mail, ~~chat rooms,~~ and other forms of direct electronic communications; and,

3. are designed to prevent unauthorized access, including so-called "hacking," and other unauthorized activities by minors online; and,

4. are designed to prevent the unauthorized disclosure, use and dissemination of personal identification information regarding minors; and, as that term is defined in section 1302 of the Children's Online Privacy Protection Act (COPPA); and,

5. are designed to restrict minors' access to materials "harmful to minors," as that term is defined in section 1721 (c) of ~~the Children's Internet Protection Act of 2000~~ (CIPA); and,

6. provide for students age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms and other Internet services, behavior that may constitute cyberbullying, and how to respond when subjected to cyberbullying.

C. Students are not allowed to access Web-based content using their carrier's Broadband signal or by any manner other than connecting through the wireless connection provided by the ~~school system~~ School District at any time during the school day or while on school campus. ~~Because there is no content filter available on Broadband (3G, 4G), access to inappropriate content would be available.~~ Mobile "hotspots" are also not allowed, unless provided or approved by the School District for student use and approved "hotspots" must include approved content filtering services.

~~Failure to abide by the established guidelines governing the use of the District's system may result in the suspension and/or revocation of access privileges. Additionally, student violations may result in disciplinary measures up to and including suspension or expulsion. Staff violations may result in sanctions up to and including termination. Violators may also be subject to legal action and/or may have fees or other charges imposed.~~

APPROVED: May 17, 2012
REVISED: August 11, 2016

Cherokee County Board of Education

INSTRUCTIONAL SERVICES – COMPARABILITY

The Cherokee County Board of Education will, in accordance with all Federal and State laws, rules ~~Section 1120A Fiscal Requirements of the Elementary and Secondary Education Act (ESEA)~~ and pertinent regulations, demonstrate compliance with comparability requirements by comparing the average number of students per instructional staff in each Title I served school with average number of students per instructional staff in schools not participating in Title I programs (or higher-ranked school with the average number of students per instructional staff in lower-ranked schools if all schools in the system are Title I schools). A Title I served school is comparable if its pupil-staff ratio does not exceed 110 percent of the average of schools not participating in Title I programs (or 110 percent of the average for lower ranked schools in each grade-span group if all schools in system are Title I schools).

ADOPTED: August 2, 2001
~~REVISED: July 23, 2014~~
REVISED: August 11, 2016

Cherokee County Board of Education

Internet Acceptable Use

The Cherokee County Board of Education recognizes that electronic media, such as the Internet, offers vast, diverse, and unique resources to both students and teachers that should promote educational excellence in our schools. The intent of this policy is to help ensure that all uses of the ~~Cherokee County~~ School District's Internet connection are for support of education and research and are consistent with the goals and educational philosophy of the ~~school system~~ School District.

I. INTERNET PROTECTION

The ~~Cherokee County~~ School District ~~shall~~ will utilize a required technology protection measure as ~~that item is~~ defined in the Children's Internet Protection Act (CIPA) ~~of 2000~~. To the extent ~~practical~~ practicable, this technology protection measure ~~shall~~ will restrict access to visual depictions that are obscene, pornographic or harmful to minors, as ~~those terms are~~ defined in CIPA. Subject to administrative approval, technology protection measures may be disabled or minimized only for bona fide research or other lawful purposes.

All of the ~~Cherokee County~~ School District's Internet users are subject to the following rules and regulations:

II. STANDARDS FOR USAGE

1. **Acceptable Use** -- The purpose of the school Network/Internet is to support research and education in and among academic institutions in the United States and the world by providing access to unique resources and the opportunity for collaborative work. The use of the network must be consistent with the educational objectives of the ~~Cherokee County~~ School District. Transmission of any material in violation of any U.S., or state regulation or ~~Cherokee County~~ School District policy is prohibited. This includes, but is not limited to the following: copyrighted material, threatening or obscene material or material protected by trade secret. Use for commercial activities or product advertisement is not acceptable unless approved by the ~~Board of Education~~ School District. Use for political lobbying is prohibited, however, ~~you~~ users may communicate with elected officials to express an opinion on political issues. All users will follow Internet Safety Guidelines developed by the School District.

2. **Privileges** -- Each user who receives access to the Internet must first participate in an Internet safety/acceptable use policy training session. The use of the Internet is a privilege, not a right, and inappropriate use will result in a restriction of those privileges and may result in additional administrative disciplinary action. ~~Each school's administrative staff will deem what is inappropriate.~~ Also, the School District network administrator may close an account at any time as deemed necessary for the safety of the users and for the security and integrity of the ~~Cherokee County~~ School District's Network/Internet services. (~~An administrator, faculty member or staff member of the Cherokee County School District may request that the network administrator deny or suspend specific user(s) account.)~~

3. **Security** -- Security on any computer system is a high priority, especially when the system involves many users. Passwords provide a level of security and must not be shared. Unauthorized attempts to logon to a Network/Internet as a network administrator or other system user ~~will~~ may result in cancellation/denial of user privileges. Any user(s) identified as a security risk or having a history of problems with other computer systems may be denied access to the Network/Internet services throughout the ~~Cherokee County~~ School District. If a security problem on the Network/Internet is suspected, users are required to notify the ~~Cherokee County~~ School District's ~~Network Administrator or the Technology Department.~~ Division of Technology and Information Services as soon as possible.

4. **Network/Internet Use Behavior Standards ~~Guidelines~~** -- ~~The user is~~ All internet users are expected to abide by the following guidelines. These standards of behavior include, ~~(~~but are not limited to~~),~~ the following:

   a. Illegal activities are strictly prohibited.
      i. Violation of ~~Georgia Code~~ O.C.G.A. § 16-9-93 as it pertains to computer theft, computer trespass, and computer invasion of privacy, computer forgery, and computer password disclosure
      ii. Violation of ~~Georgia Code~~ O.C.G.A. § 16-11-37.1 as it pertains to dissemination of information through a computer or computer network of information, any picture, photograph, drawing, or verbal description designed to encourage, solicit or promote terroristic acts and/or threats

   b. Submitting, publishing or displaying profanity, vulgarities, defamatory language, intentionally inaccurate information, or inappropriate language is prohibited.

   c. Use of an identity other than the user's own is prohibited.

   d. Publishing personal information about students such as full name, address, phone number or social security number is prohibited.

   e. Electronic mail (e-mail) instant messages and other forms of messaging using District resources are ~~is~~ not private. Inappropriate or illegal messages will be reported to the proper authorities.

   f. A ~~U~~users ~~shall~~ will not intentionally spread computer viruses, vandalize the data, infiltrate systems, damage hardware or software, or in any way disrupt the use of the network.

   g. Engaging in non-educational games and monopolizing resource time and materials is prohibited.

   h. All communications and information accessible via the network should be assumed to be subject to copyright law. The user is responsible for checking for

copyrighted or licensing agreements. Data received through the Internet is subject to the same rules of documentation as traditional information. Credit is to be given for all material used in research.

i. Copying or downloading software illegally from network sources, disks, or other electronic material to another computer is prohibited. Software installation must be approved by the ~~Cherokee County~~ School District's ~~Technology Department~~ Division of Technology and Information Services.

j. Use of the Internet to access inappropriate matter is prohibited. This includes, but is not limited to the materials that are: obscene, sexually explicit, threatening, abusive, harassing, illegally damaging to another person's reputation and/or demeaning to genders, gender identity, sexual orientation, race, ethnicity, religion and national origins, contrary to the ~~Cherokee County~~ School District's policy on harassment.

k. An ~~A~~authorized user~~s~~ ~~shall~~ will be ultimately responsible for all activity under their account and password. Accounts ~~shall~~ will be used only by the authorized user for the purposes specified.

l. Employee generated files are the property of the ~~Cherokee County~~ School District and may be accessed by appropriate authorized system personnel.

m. Local, state or federal officials may obtain access to electronic communications in conjunction with investigations or other purposes. In addition, messages sent over the electronic network may be subject to disclosure under the Open Records Act.

n. It ~~shall~~ will be the responsibility of all members of the ~~Cherokee County~~ School District staff to supervise and monitor usage of the computer, network device and access to the Internet in accordance with this policy, the Children's Internet Protection Act and the Protecting Children in the 21st Century Act.

5. **Disclaimer** -- The ~~Cherokee County~~ School District makes no warranties of any kind, whether expressed or implied, for the service it is providing. The ~~Cherokee County~~ School District will not be responsible for any damages a user suffers. This includes loss of data resulting from delays, service interruptions and exposure to offensive or threatening material. Use of any information obtained via the Network/Internet is at each user's own risk. The ~~Cherokee County~~ School District specifically denies any responsibility for the accuracy or quality of any information obtained through its services.

The ~~School Board of Cherokee County~~ 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 shall play a predominant 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.

~~1.~~

I. PURPOSE OF TECHNOLOGY USAGE

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.

~~2.~~

II. TECHNOLOGY ~~Guidelines~~ 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 ~~Cherokee County~~ 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 compatibility and the best available value, all technology-related purchase orders ~~shall~~ will be approved by the ~~Office of Accountability, Technology and Strategic Planning.~~ Division of Technology and Information Services.

n. All technology hardware~~, valued in excess of $500~~ that is the property of the ~~Cherokee County~~ School District~~, must~~ will be included in the countywide technology inventory system maintained by the ~~Office of Accountability, Technology and Strategic Planning.~~ 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.

~~3.~~

III. DESIRED OUTCOMES OF TECHNOLOGY USAGE

a. Technology will be appropriately and 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 ~~of the school system~~ are the essential reasons for the use of technology in the ~~Cherokee County~~ School District.

b. All school classrooms, media centers and offices will be electronically networked and equipped, providing all staff, students and administration equitable 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 ~~Cherokee County~~ School District's ~~Office of Accountability, Technology and Strategic Planning.~~ Division of Technology and Information Services.

i. All ~~units~~ 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 ~~Cherokee County~~ School District's wide area network system will be promoted, while providing safeguards to ensure that security is maintained.

~~**4.**~~

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 ~~Cherokee County Board of Education~~ School Board for effective utilization of all aspects of technology.

A. Appropriate ~~S~~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 ~~Cherokee County~~ School District's Technology Plan.

B. The Superintendent will establish an annual Technology Advisory Committee, which will be chaired by the Assistant Superintendent of ~~Accountability, Technology and Strategic Planning~~ Technology and Information Services. The committee will be composed of teachers, ~~p~~Principals, central office staff members, students, parents, representatives from institutions of higher learning and members of the business community. ~~1.~~ The committee will provide input, advice and assistance in the implementation of the Technology Usage Policy IFGBA.

~~2. The committee will meet at least semi-annually, but and as often as necessary to carry out committee responsibilities.~~

ADOPTED: August 21, 2008
~~REVISED: July 27, 2011~~
REVISED: August 11, 2016

Cherokee County Board of Education

Field Trips and Excursions

The Cherokee County Board of Education supports and encourages field trips and expects the Superintendent, principals~~,~~ and teachers to make every effort to ensure that both curricular and extracurricular field trips are effectively planned, well organized, capably implemented, properly supervised and affordable.

Field trips are valuable options in educational programs and ~~they~~ can be either a curricular or an extracurricular activity. ~~Pupils~~ Students ~~may be~~ are allowed to take field trips under the guidance of a certified employee, provided written permission is given by the parent/guardian. All field trips must be pre-approved by the ~~school~~ principal~~.~~; and ~~F~~ffield trips that are both overnight and out-of-state must also be pre-approved by the School Board.

The School Board hereby approves those field trips/excursions that result from a school team, squad, or individual qualifying for a state, regional, or national competition where recommended by the Superintendent. If circumstances require both an overnight and/or out-of-state stay, relative to the above-mentioned excursions in this paragraph, the Superintendent or designee ~~(Assistant Superintendent of School Operations)~~ must approve the field trip request prior to the trip.

~~County buses may be used, when necessary, when the appropriate request form is submitted and approved by the Superintendent or designee. The use of school system buses for field trips shall not interfere with regular daily bus routes and/or driver assignments.~~

The Superintendent will establish administrative guidelines for administration of field trips.

ADOPTED: August 2, 2001
~~**REVISED: July 27, 2011**~~
REVISED: August 11, 2016

Cherokee County Board of Education

I. CUMULATIVE AVERAGE AND CLASS RANKING

Class ranking ~~shall~~ will be determined by the weighted cumulative average of graduating seniors at the completion of high school graduation requirements, including successfully passing all appropriate state-mandated assessments.

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

For the purpose of computing class rank, students will receive the following additional points added to their semester average for that course, if they receive a passing grade:

Honors Classes	5 points
Advanced Placement	10 points

Students who successfully complete a course(s) in a post-secondary institution through the ~~College Credit Now programs~~ Move on When Ready program (as described in Board Policy IDCH) shall receive the above bonus points whenever the college course taken is equivalent to an Advanced Placement (AP) high school course, as recommended by the principal and approved by the Assistant Superintendent for Educational Programs, Accountability, Student Support and Professional Development.

II. CLASS RANKING/HONOR ROLLS

The graduating senior with the highest class ranking, as determined by weighted numeric grade average, shall be recognized as Valedictorian. The student with the second highest class ranking, as determined by weighted numeric grade average, shall be recognized as Salutatorian. The weighted numeric grade average will be calculated to four decimal places.

Students participating in the ~~College Credit Now programs~~ Move on When Ready program are eligible for Valedictorian or Salutatorian recognition if they have attended and successfully completed a minimum of two courses per semester on the high school campus during both junior and senior years. Courses on the high school campus include traditional, on-line and/or virtual delivery models authorized by the school and school district. Transfer credit used for Valedictorian or Salutatorian shall 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 numeric grade average of 90 or above (or 89.5 or above rounded to the nearest whole unit).

IV. HONOR ROLL PLACEMENT

High school students will be placed on the Honor Roll when their grade average is 90 or above (or 89.5 or above rounded to the nearest whole unit).

ADOPTED: **August 2, 2001**
~~**REVISED:** **July 22, 2015**~~
REVISED: **August 11, 2016**

Cherokee County Board of Education

AWARDING UNITS OF CREDIT AND ACCEPTANCE OF TRANSFER CREDIT AND/OR GRADES

To assist transfer students in progression toward graduation, ~~The~~ Cherokee County ~~School District's~~ Board of Education's secondary schools ~~shall~~ will accept student course credit ~~earned in an accredited school.~~ from other accredited educational agencies in a manner consistent with State Board Rule JBC(4). ~~The school shall have been accredited or holding provisional status at the time the credit was earned.~~

Further, the School District will utilize administrative protocols to validate credit for courses taken at non-accredited schools, home study programs and non-traditional educational centers.

(1) ~~**DEFINITIONS.**~~

~~(a) **Accredited School** – an elementary, middle or secondary school accredited by or holding provisional status from the Georgia Accrediting Commission, the Georgia Association of Christian Schools, the Association of Christian Schools International, the Southern Association of Independent Schools and/or one of the accrediting agencies that is a member of the Georgia Private School Accreditation Council, and/or one of the following regional accrediting agencies:~~

~~1. Middle States Association of Colleges and Schools (MSA)~~
~~2. New England Association of Schools and Colleges (NEASC)~~
~~3. North Central Association of Colleges and Schools (NCA)~~
~~4. Northwest Association of Schools and Colleges (NASC)~~
~~5. Southern Association of Colleges and Schools (SACS)~~
~~6. Western Association of Schools and Colleges (WASC)~~
~~7. The Alabama Independent School Association~~

~~The term does not include entities that are accredited as home study programs or non-traditional educational centers.~~

~~(b) **End of Course (EOC) Test** – Assessments administered at the completion of core high school courses specified by the State Board of Education, in accordance with O.C.G.A. § 20-2-281(f), to measure student achievement in the four content areas of English/Language Arts, Mathematics, Science, and Social Studies.~~

~~(c) **Home Study Program** – an educational choice option conducted in Georgia in accordance with O.C.G.A. § 20-2-690(c) or conducted in another state in accordance with the laws applicable to that state.~~

~~(d) **Non-traditional Educational Center** – educational institutions that support home study programs or other independent learning initiatives. This term does~~

not include alternative/non-traditional education programs operated by local boards of education.

(e) **Private School** – **an** educational choice option conducted in Georgia in accordance with O.C.G.A. § 20-2-690(b) or conducted in another state in accordance with the laws applicable to that state.

(f) **Subject Area Competency** - a unit of high school credit awarded to students based on subject area competency as demonstrated by a pre-defined score on state-adopted or approved assessment instruments, instead of or in combination with the completion of courses through traditional classroom instructional minutes as described in section (2) (f) of this rule.

(g) **Unit of Credit** – evidence of course completion as demonstrated by a final course grade of 70 or higher on a numerical scale; or competency-based course credit as demonstrated by a pre-defined score on state-adopted or approved assessment instruments.

(h) **Validation** – the process of verifying credits earned at another educational institution.

(2) REQUIREMENTS.

(a) **Applicability.**

The School District will apply the requirements of this rule to all students regardless of the date in which they first entered ninth grade.

(b) **Awarding Units of Credit for Courses Taken in Georgia Public Schools**

1. The School District will award units of credit only for courses that include concepts and skills based on the state-adopted curriculum for grades 9-12 approved by the State Board of Education.

2. The School District will award units of credit for courses offered in the middle grades that are based on the state-adopted curriculum for grades 9-12 approved by the State Board of Education.

3. The School District does not award units of credit for courses in which instruction is based on the state-adopted curriculum for grades K-8.

(c) **Awarding Units of Credit for Dual Enrollment Courses.**

The School District will award units of credit to students for high

school courses taken through postsecondary institutions as described in the current State Board of Education Rule regarding Dual Enrollment.

(d) **Awarding Units of Credit for Career, Technical and Agricultural Education (CTAE) courses with Embedded Academic Core Standards.**

1. The School District will award course credit for the CTAE course and course credit for the associated academic core course to students who successfully complete a course or course sequence in the CTAE program of study that includes embedded standards from an academic core subject area as adopted by the State Board of Education and made available from the GaDOE.

2. A student will not earn more than three units of credit for academic core courses by completing CTAE courses that include embedded standards from an academic core subject area.

3. Units of credit earned through CTAE courses that contain embedded standards from an academic core subject area will be awarded as outlined in the Georgia Department of Education's *Guidelines for Awarding Units of Credit.*

4. The School District will administer the appropriate End of Course (EOC) test to a student taking a CTAE course with embedded academic core courses of an area for which an EOC test has been adopted unless the student has already passed such EOC test.

(e) **Awarding Units of Credit for Mathematics Courses for Students Receiving Special Education Services Under the Individuals with Disabilities Education Act (IDEA).**

1. In addition to other provisions of this rule, the School District will award units of credit for mathematics courses that will satisfy the mathematics course requirements in the current State Board of Education Rule relative to a student receiving special education services under IDEA if the student meets all of the following:

(i) Prior to the student entering the ninth grade, the student's Individualized Education Program (IEP) Team identified that the student had a disability that affected mathematics achievement.

~~(ii) The student successfully earns course credit, in accordance with this rule, for Mathematics I and Mathematics II or GPS Algebra and GPS Geometry or CCGPS Coordinate Algebra and CCGPS Analytic Geometry; and~~

~~(iii) The student successfully earns course credit, in accordance with this rule for at least two other state-approved mathematics courses, which may include, but not be limited to, Mathematics Support courses.~~

~~2. The School District will inform parents and students that students who do not complete Mathematics III, GPS Advanced Algebra, or CCGPS Advanced Algebra may not meet the mathematics admission requirements for entry into a University System of Georgia institution or other post-secondary institution without additional coursework.~~

~~3. The IEP Team for students who receive Mathematics course credit in accordance with paragraph (2)(e) of this rule will document that:~~

~~(i) The student's disability has precluded the student from achieving grade-level proficiency, as demonstrated by the student's pattern of performance on the state-mandated test in the area of Mathematics;~~

~~(ii) The student's progress to date in response to appropriate instruction, including special education and related services designed to address the student's individual needs, is such that, even if significant growth occurs, the IEP team is reasonably certain that the student will not successfully master the standards in Mathematics III, GPS Advanced Algebra, or CCGPS Advanced Algebra, which could include students enrolling in a single advanced mathematics course and receiving instruction over two years.~~

~~Additionally, the determination of the student's progress is based on multiple measurements that are valid for the content area of mathematics and that have been collected over a period of time; and~~

(iii) The student has access to instruction in the state-adopted curriculum and will be required to successfully complete Mathematics I and Mathematics II or GPS Algebra and GPS Geometry or CCGPS Coordinate Algebra and CCGPS Analytic Geometry in addition to participating and earning credit in two additional state-approved mathematics courses, which could include students enrolling in a single advanced mathematics course and receiving instruction over two years. The student's IEP includes goals that are related to mathematics, support access to the content standards, and are designed to promote the student's progress in the content area state -adopted curriculum.

(f) **Subject Area Competency to Receive Course Credit.**

1. The School District will award a unit of credit to a student when:

(i) The student successfully completes courses of study based on the state-adopted curriculum. As provided in the current State Board of Education Rule regarding Statewide Passing Score, the student must receive at least a course grade of 70 to be eligible to receive credit for a course; or

(ii) The student successfully demonstrates subject area competency through a pre- defined score on state-adopted or approved assessment instruments as outlined in the Georgia Department of Education's *Guidelines for Awarding Units of Credit* and made available from the GaDOE. Students may earn no more than three units of credit by demonstrating subject area competency under this paragraph.

(g) **Accepting Transfer Credit and Grades.**

1. The School District will accept student course credit earned in an accredited school. The school shall have been accredited or holding provisional status at the time the credit was earned.

The School District does not substitute courses and exempt students from the required secondary minimum core curriculum unless the student transferred from an accredited secondary school or the courses presented for credit meet criteria identified in paragraph (2)(b) of this rule and any applicable Cherokee County School District Policy.

2. ~~The School District will only accept student course credit from an online/virtual school if the student has received written approval from the Principal or designee prior to enrolling in the online course. Additionally, it is the responsibility of the student to ensure that the transcript from online/virtual school validating the course credit is received by his/her school in accordance with established deadlines for submission.~~

3. ~~The School District will validate credit for courses taken at a nonaccredited schools, home study programs, and non-traditional educational centers:~~

~~(i)~~
The principal is responsible for validating credit for courses taken at a non-accredited school, or home study program, or non-traditional educational center. The principal may require and review evidence of work, materials, course description guide, and standards used in the instructional program. The procedures for validation shall include at least one of the following:

- Probationary placement based on records of prior school(s), home study programs, and/or non-traditional educational centers and satisfactory performance of the student for one or more grading periods.

- Tests and acceptable scores. These tests may be standardized or locally developed and should focus on group placement, subject area and/or grade level and state and local standards for the course. For courses that require an End of Course (EOC) test the student must validate the course by earning a passing score on the appropriate EOC test; in which case, the equivalent grade score on the EOC test will be posted to the transcript. Students will only be allowed one attempt to validate credit for a course through testing.

- A student who transfers to a Cherokee County high school from a school which awards credit on the quarter system will be given credit for completed work. For each 15 quarter hours the student has earned, he/she will be given one Carnegie unit credit (5 quarter hours = 1/3 Carnegie unit). A student who transfers from a school which awards credit on some other basis will be given comparable credit.

- If a transcript from another school shows letter grades, accompanied by a numerical scale, each letter grade is transferred as the midpoint of the scale. (Exception – F will be converted to 60). However, if no numerical scale is on the transcript, the midpoint\of the Cherokee County scale is used.

- If a transcript shows the awarding of credit for a grade below 70 (the lowest passing grade at Cherokee County high schools), the grade is recorded as 70 and credit is awarded. The same procedure would apply for grades transferred while a semester is in progress.

(h) ~~**End of Course (EOC) Test Administration to Transfer**~~

Students.

1. Cherokee County School District administers the EOC test to students enrolled in a Georgia public school while also enrolled in a private school, home study program, or non-traditional educational center for which they receive graduation credit for one of the required EOC courses. These students must take the EOC test regardless of the private school, home study program, or non-traditional educational center's accreditation status.

2. Cherokee County School District does not require students who enroll from accredited schools to take and pass the EOC test to receive credit for an EOC course unless the student was concurrently enrolled in a Georgia public school while taking the course at an accredited private school.

3. Cherokee County School District requires students who enroll from non-accredited private schools, home study programs, or other non-traditional educational centers to take and pass the EOC test with a minimum of 70 grade conversion score to receive credit for the course. A student enrolling from a non-accredited school will receive one test administration opportunity to demonstrate proficiency in order to earn credit for a course that requires the EOC test. If the student does not pass the EOC test on that administration, Cherokee County School District will not grant credit for that course. If the course is required to be eligible to receive a high school diploma, the student shall enroll in the course and take the EOC test at the completion of the course.

(i) **Military Dependents.**

The School District will award course credit for students who are dependents of military personnel in compliance with current statutory requirements and State Board rules.

Authority O.C.G.A. § 20-2-159.3; 20-2-159.4; 20-2-159.5; 20-2-240; 20-2-281; 20-2-690; 20-3-519; 20-17-2.

~~**ADOPTED: August 2, 2001**~~
~~**REVISED: November 6, 2014**~~
REVISED: August 11, 2016

~~**Cherokee County Board of Education**~~

I. STUDENT ASSIGNMENT

~~All~~ Any student~~s residing in Cherokee County~~ enrolled in the School District ~~are required to~~ shall enroll in the school of the attendance area in which they reside unless special authorization is given by the Superintendent or designee through the reassignment process. Attendance areas (school zones) are designated by the School Board ~~of Education~~. Transportation is only provided for a student attending school in his/her attendance area.

Students who move outside their school's attendance area may complete the semester in that school if they are able to provide transportation and acceptable grades, conduct, and attendance are maintained. At the end of that semester, the student must attend the school in the attendance area where he/she currently resides. Additionally, students in the highest grade in their school may complete the school year if a move occurs during that time, provided the aforementioned conditions are acceptably maintained.

II. STUDENT REASSIGNMENT

The ~~Cherokee County~~ School District is committed to providing quality educational opportunities for all students regardless of background characteristics by providing educational options that enhance each student's opportunity for success. The School Board is also committed to providing settings for education that promote the understanding of cultural diversity, tolerance, fair play and reinforce the positive tenets of a democratic society. Finally, the School Board is committed to encouraging all parents to play an active role in their children's education and to increasing the educational choices available to parents and students in the public schools. Therefore, the School District allows students to apply for reassignment to any other school in the School District that is not overcrowded.

III. STUDENT REASSIGNMENT GUIDELINES

Under the direction of the Superintendent, comprehensive administrative guidelines governing student reassignments will be established and maintained.

Additionally, school transfer guidelines will be established relative to ~~the~~ Federal and State ~~"No Child Left Behind" legislation specific to Adequate Yearly Progress (AYP) and Unsafe School Choice Option (USCO) provisions, as well as all State required provisions governing~~ Law regarding school transfer options. ~~of Special Education and non-Special Education students.~~

~~**REVISED: July 22, 2009**~~

REVISED: August 11, 2016

~~**Cross Ref.: AD School Attendance Areas**~~

Cherokee County Board of Education

Harassment

The Cherokee County ~~School District~~ Board of Education prohibits discrimination and harassment based upon "Constitutionally-Protected Differences" (race, age, gender, gender identity, color, religion, national origin, disability, or any other constitutionally protected class or status). As such, i~~I~~t is the policy of the ~~Cherokee County~~ 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, 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.

I. DEFINITION

Harassment and discrimination may include any conduct which has the effect of unreasonably interfering with a student's participation in an educational program or activity, 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 students based upon ~~race, gender, or other protected status~~ Constitutionally-Protected Differences; display or communication of offensive photographs, writing or materials; or conditioning educational benefits on a student's participation in, or reaction to, such conduct. Discipline may be imposed for such conduct without regard to whether it rises to the level of a violation of law.

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 student or other person with a complaint alleging a violation as described above ~~shall~~ will promptly notify, in writing, the principal of the school or work location supervisor ~~for the school~~ attended by the ~~student~~ person believed to have suffered discrimination/harassment. The complainant need not be the victim of the discrimination/harassment, but may be any person aware of the conduct. If the complaint involves the school principal or if the complainant does not feel comfortable directing the complaint to the school principal, then the complaint ~~shall~~ will be filed with ~~a Director~~ the Office of School Operations.

2. The recipient of the complaint ~~shall~~ will immediately notify and forward a copy of the complaint to the ~~Assistant Superintendent School Operations (ASSO).~~ Deputy Superintendent (DS). The ~~ASSO shall~~ DS will arrange for (a) prompt investigation of the complaint by someone other than the ~~ASSO~~ DS or his/her designee, (b) any interim action necessary to protect students, staff or operations of the school or work location pending the result of the investigation, and (c) any necessary reporting of the allegations. Said investigation ~~shall~~ will consist at a minimum of interviewing the

complainant, accused person(s), and persons with direct knowledge of the alleged events. Said investigation ~~shall~~ 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 written complaint. Upon completion of the investigation the ~~ASSO shall~~ DS will take such remedial actions as are necessary to prevent any further harassment. Such steps may include: counseling, suspension, expulsion, or any other remedial action deemed appropriate to address and eliminate further discrimination/harassment. Upon completion of the investigation the ~~ASSO shall~~ DS will notify appropriate parties (which may include the alleged victim(s), accused, and/or their parents or legal guardians) in writing of the substance of the investigation and remedial measures to be taken pending any appeal. The ~~ASSO shall~~ DS will also forward a copy of the investigative file and notices to the appropriate title coordinator for document review, analysis and retention.

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

4. If the investigation is assigned to a designee, ~~T~~the ~~ASSO~~ DS or designee ~~shall~~ will either conduct a review of the investigation or assign another designee for that purpose. The DS 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~~,~~. ~~conducting any additional investigation deemed necessary.~~ The ~~ASSO~~ DS or designee ~~shall~~ will promptly notify appropriate parties of the appeal decision.

5. The decision of the ~~Assistant Superintendent School Operations~~ DS or his/her designee ~~shall~~ will be the final decision under this policy. Additional ~~D~~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 ~~shall~~ will be distributed to all students. Additionally, School District employees will receive training on this policy on ~~a regular~~ an annual basis.

ADOPTED: August 2, 2001
~~Last REVISED: April 21, 2011~~
REVISED: August 11, 2016

Cherokee County Board of Education

Alcohol and Drug Abuse

The Cherokee County Board of Education recognizes that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful, and we can neither approve nor condone this practice.

A student shall not posses, sell, use, transmit, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, alcoholic beverage, or intoxicant of any kind:

1. On the school grounds during and immediately before or immediately after school hours;

2. On the school grounds at any other time when school is being used by any school group;

3. On the school grounds at a school activity, function, or event; or

4. Enroute to and from school on the school bus.

Use of a drug authorized by a medical prescription from a registered physician shall not be considered a violation of this policy if school medication policy is followed.

Appropriate disciplinary sanctions, up to and including expulsion and referral for prosecution or mandatory completion of an appropriate rehabilitation program will be imposed on students who violate the standard of conduct. A copy of the Cherokee County Student/Parent Handbook, containing the standard of conduct and the disciplinary sanctions regarding drugs and alcohol, is given to each student in Cherokee County Schools.

ADOPTED: August 2, 2001
RESCINDED: August 11, 2016

Cherokee County Board of Education

I. DUE PROCESS HEARINGS

A hearing by a disciplinary panel ~~(Tribunal of school officials) shall~~ will determine what, if any, disciplinary action shall be taken in instances when schools have recommended long term suspension or expulsion. Any student suspended for more than ~~nine~~ 10 days will be afforded the opportunity for a hearing.

II. SELECTION OF DUE PROCESS HEARING PANEL MEMBERS

The Superintendent ~~shall~~ will have the authority to designate active and/or retired personnel to serve as a hearing panel or Tribunal to conduct due process hearings in accordance with state and federal law and impose punishment, if necessary including suspension or expulsion for violations of the School ~~Board~~ District Code of Conduct.

III. COMPOSITION AND CHARGE OF THE DUE PROCESS HEARING PANEL

Three members ~~shall~~ will be selected to serve on a panel to hear the facts surrounding disciplinary cases and to provide due process with an evidentiary hearing. The panel's decision ~~shall~~ will be in writing and ~~shall be~~ based solely on the evidence received at the hearing.

IV. RIGHTS OF STUDENTS

In due process hearings, students have the right to be represented at their own cost by legal counsel ~~or anyone of their own choice who may assist them with the case~~ or be assisted by the parent(s) or legal guardian.

Additionally, they have the right to testify in their own behalf or to remain silent. If they remain silent, then the panel will imply no inference of ~~guilt.~~ violation of school rules.

Students are entitled to subpoena witnesses in their own behalf and to cross-examine witnesses brought by the ~~s~~School ~~system~~ District.

Students may obtain copies of any documents introduced at the hearing.

V. RIGHTS OF APPEAL

Decisions made by the panel may be appealed to the ~~Board of Education~~ School Board. The request for appeal must be in writing to the Superintendent ~~of Schools~~ within ~~twenty~~ 20 days of the date of the decision. Any Tribunal decision may be upheld, modified or suspended at the Superintendent's discretion pending the outcome of the appeal.

The Superintendent will develop and recommend annually to the School Board a "Parent/Student Handbook" and "Student Code of Conduct" that will contain, among other things deemed necessary by the Superintendent, due process hearing procedures.

In the event of a conflict between this policy and current law, current law shall prevail.

~~Administrative guidelines shall be developed to implement this policy, its rules and procedures.~~

ADOPTED: August 2, 2001
REVISED: August 11, 2016

Cherokee County Board of Education

The principal of a school may suspend any pupil for any ~~serious~~ violation of the Student Code of Conduct and/or state criminal law occurring at or disrupting school or a school function. ~~school rules~~. Such suspension will be for a period not longer than ~~two weeks~~ 10 days. ~~or until an acceptable conclusion is reached concerning the matter, as a result of conferences with a parent~~.

I. SUMMARY SUSPENSION

If the principal witnesses any serious student misconduct and immediate removal of the student(s) is necessary to restore order or to protect persons on the school grounds, the principal may after hearing from the student suspend the student immediately for not more than the 10 ~~nine~~ school days.

~~In such cases the principal is not required to conduct the investigation described in Policy JD before he/she suspends, but shall carry out such an investigation and decide on further disciplinary action, if any, at least by the end of the school day following the summary suspension.~~

Once a principal has decided to suspend a student ~~summarily~~, he/she ~~shall~~ will follow the procedures described below for sending a student home during the school day.

II. SHORT-TERM SUSPENSION

A short-term suspension is a denial to a student of the right to attend school and to take part in any school function for any period of time but not longer than ~~ten~~ 10 school days. The principal may invoke a short-term suspension ~~only after investigating misconduct and only for the following reasons:~~ after conducting a (Level I) investigation that will at a minimum consist of a formal or informal interview with the student wherein the principal will explain the nature of the offence and give the student an opportunity to respond.

~~1. A violation of the School Board rules prohibiting serious student misconduct listed in JD; or,~~

~~2. Misconduct of the same type as that prohibited by the rules governing serious student misconduct but which does not rise to the gravity of the misconduct stated by these rules; or,~~

~~3. Misconduct that is prescribed by rules adopted by the School Board covering minor misconduct.~~

~~Suspension for ten days can be administered with the following due process procedures:~~

- ~~The student shall, if legal, be advised by principal/designee informally of the charges.~~

- ~~If the student denies the charges, an explanation of the evidence that authorities have and an opportunity to present the student's side of the case shall be provided.~~

- ~~If the student doesn't deny the charges, no further explanation is necessary.~~

- ~~No hearing or opportunity to present evidence at this initial stage is necessary.~~

- ~~Even these informal procedures need not be afforded where the student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process. In such cases, initial due process review shall be afforded as soon as practicable.~~

III. SENDING A SUSPENDED STUDENT HOME DURING THE SCHOOL DAY

When a student is suspended, the principal ~~shall~~ will attempt to reach the student's parents or legal guardian (hereinafter the term parent(s) including legal guardian) to inform them of the school's action and to request that they come to the school for their child. If the parents are unable to come for their child, or if the principal cannot reach the parents, the student must remain on school property until the close of the school student day (except that a high school student may be sent home if there is a parent at home).

Notwithstanding the above requirement that a suspended student be released only to a parent, the principal may order students to leave the school premises immediately when he/she is faced with mass violations to school rules and it is not possible to keep the students on school grounds and restore order to protect people on the school grounds. Even in this case, distance to home and the age and sex of the individual student may require keeping him/her until the parents can be contacted.

IV. INFORMING THE PARENTS IN CASES OF ~~SUMMARY AND~~ SHORT-TERM SUSPENSION

When a student is suspended, the principal ~~shall~~ will:

1. Send a statement to the parents fully describing the misconduct, stating the rule violated, and stating the principal's reasons for action;

2. Make every effort to hold a conference with the parents before or at the time of the students return to the school;

3. Secure written statements and keep on file all documents and relevant information received about the misconduct.

V. IN-SCHOOL SUSPENSION PROGRAM

The In-School suspension program is a program designed to provide students with a school-based consequence ~~to which a disruptive student is assigned~~ rather than to suspend them out of school. Students assigned to in school suspension will be afforded appropriate due process. The program is designed to isolate students from the regularly assigned classrooms and activities of the school until they demonstrate sufficient adjustment to warrant ~~their~~ returning to their previously assigned classes. The program allows the student to continue progress relative to classroom assignments.

When a student is assigned to the In-School Suspension program, the principal/designee ~~shall~~ will attempt to reach the student's parents or legal guardian to inform them of the school's action. A letter ~~shall~~ will be sent to the parents stating the rule violated, the period of suspension and the rules of the In-School Suspension Program.

The two types of in-school suspension programs provided for Cherokee County students are:

- In-School Suspension - this program is housed in the regularly assigned school.

- Alternative School - this school is specifically organized to house students suspended for ~~5~~ five days or more and ~~it is located away from the regularly assigned school~~ can be located away from the regularly assigned school.

VI. SUSPENSION OR EXPULSION OF ~~HANDICAPPED CHILDREN~~ STUDENTS WITH DISABILITIES

~~Handicapped students are not subject to the same disciplinary procedures as other children.~~ Students with Disabilities (SWD) served with an Individualized Education Plan or a 504 plan must be afforded a meeting to determine ~~It first must be determined~~ if the misconduct is related to or caused by the ~~handicapping condition~~ diagnosed disability. If it is concluded that the misconduct is the result of a diagnosed disability the student may not be punished. ~~If so, the proper procedure is a new IEP, not discipline, and this determination and new placement must be performed by persons having expertise with respect to handicapped children.~~ If it is determined that the misconduct does not arise ~~out of the handicapping condition~~ from the diagnosed disability and is not attributable thereto, the student then is subject to discipline, ~~but there is dicta in decisions which declares that~~ however, under no circumstances can special educational services be discontinued altogether for a handicapped child. ~~Generally, a handicapped child could be temporarily removed from the classroom prior to a hearing where necessary to protect the student, other students or the teachers, but the hearing should be held as soon as possible thereafter.~~

VII. LONG-TERM SUSPENSION/EXPULSION

Where the suspension/expulsion is for a period in excess of ten days or where outright expulsion is involved, either for the remainder of the school year or longer, the student must be afforded (Level II) due process rights of notice and hearing, which are more

formal than those involved where suspension is for ~~ten~~ 10 days or less. In the case of long-term suspension/expulsion, due process will include those procedures required by O.C.G.A. § 20-2-754 as amended.

- ~~A written statement of charges.~~
- ~~Notice reasonably calculated to apprise the student of the pendency of the action and to afford the student an opportunity to present a defense.~~
- ~~A hearing with opportunity to respond.~~

~~Due process does not require that the student be furnished a list of witnesses and summary of their testimony in cases where the witnesses will testify in the presence of the student, for that would require more for a student suspension case than is required in a criminal case. It is only where the witnesses do not appear and testify that a list of names and summary of their testimony is required under due process, as was the case in Dixon vs. Alabama State Board of Education, 294 F.2d 150 (5th Cir. 1961). Nor is it necessary to afford cross-examination "Where basic fairness is preserved, we have not required the cross-examination of witnesses and a full adversary proceeding." Hearsay may be relied upon in suspension or expulsion proceedings. Due process does not require that a student be permitted to be represented by an attorney. A student is not denied due process by being refused the right to cross examine the students who made charges against him/her, or to be advised of their names, and in being denied the right to cross examine the principal and superintendent who testified to what these anonymous students told them.~~

~~INITIATING LONG-TERM SUSPENSION~~

1. ~~Decision to seek suspension over ten days or expulsion if, after investigation, authority is warranted, may, with the approval of the Board of Education ask that a hearing date be set. After such determination, the principal must ask for a long-term suspension within a reasonable time after learning of the misconduct.~~

2. ~~Sanction before hearing. The procedure described in subsection above does not affect the principal's authority to invoke a short-term suspension or other sanction after his/her investigation. The principal may choose, however, to take no action other than to turn the entire matter over to the Board of Education.~~

~~NOTICE OF HEARING~~

~~Whenever the principal seeks long-term suspension or expulsion, written notice must be given to the student and parents as soon as possible. Mailing the notice to the parents at the student's last known address on the school's records shall constitute sufficient notice. Notice should be given within a reasonable time after the discovery of the alleged misconduct. The notice shall include:~~

1. A copy of the rule allegedly violated and description of the acts of the student alleged to have violated the rule, including a summary of the evidence against him/her.

2. The maximum penalty which may be administered for the alleged misconduct.

3. A tentative time and place for the hearing.

4. A copy of the hearing procedures adopted by the Board of Education.

VIII. SCHEDULING THE HEARING

If the hearing is not waived, it should be scheduled within two weeks after the notification required has been received. The president of the Board may schedule a different date for the student or by the principal. Insofar as is feasible, however, the hearing re-scheduled by the president should not be held later than three weeks after the day that both parents and students receive the notification.

In accordance with state law, due process hearings must generally occur with 10 school days of a student's short term suspension from school. This time period may be extended upon the parent's or adult student's written request or to conclude complicated investigations. In order to postpone a hearing based upon the parent's or adult student's request the parent must agree in writing to waive the scheduling requirement and keep the student out of school until the hearing can be rescheduled. If the hearing is postponed as a result of the school's request or because the student is served by an IEP or 504 plan the student will be allowed to return to ISS pending the rescheduled hearing. In some cases, a student may be returned to school prior to a hearing as a result of their IEP or 504 plan.

Group Hearings

When students are charged with violating the same rule and have acted in concert, and the facts are basically the same for all students, a single hearing may be conducted for them if the president believes that the following conditions exist:

1. A single hearing will not likely result in confusion, and
2. No student will have his/her interests substantially prejudiced by a group hearing.

If, during the hearing, it is determined that a student's interests will be substantially prejudiced by the group hearing the president may order a separate hearing for that student.

CONDUCT OF THE HEARING

1. Record of the hearing: The Board shall provide a court reporter to make a record of any information orally presented to it at the hearing. Statements and other written matter presented to the Board should be kept on file by the Superintendent.

2. Examination of witnesses.

3. Role of the parents or attorney: The parents or legal guardian may be present at the hearing and have an opportunity to make a statement to the Board on their feelings about the proper disposition of the case and to answer questions. If the parents cannot be present or if the student or parents think his/her interests can be protected by the presence at the hearing of an attorney in addition to the parents or guardian, the student may bring an attorney to the hearing.

COMPELLING THE APPEARANCE OF WITNESSES

Upon request, the principal, the student, the parents or attorney, shall be entitled to have subpoenas and other compulsory process issued by the Board under the subpoena power granted to it by Georgia law.

DISPOSITION OF CASE

The Board shall reach its decision on whether the student violated a rule on serious misconduct by majority vote. The decision must be based solely on the evidence presented at the hearing. If no misconduct is found, the matter is terminated and no further action may be taken against the student.

When some misconduct is found, even if a rule on serious misconduct has not been violated, the Board shall specify what action, if any, should be taken with respect to the student. The specified action may range from no action through the entire scope of counseling attempts and possible penalties including expulsion. for remainder of the school year.

APPEAL

The student or the principal may appeal the action of the Board of Education to the State Board of Education. The penalty need not be postponed pending the outcome of the appeal. Such as appeal shall be in accordance with Georgia law and regulations of the State Board of Education governing such appeals.

ADOPTED: August 2, 2001
REVISED: August 11, 2016

Cherokee County Board of Education

Cherokee County ~~School District~~ Board of Education recognizes the importance of student involvement in school-sponsored clubs and organizations, which offer students an opportunity to learn and expand their knowledge base, as well as develop leadership skills and the ability to work effectively with groups. The School District also encourages involvement and participation of parents/guardians and realizes the importance of effective and timely communication regarding potential opportunities available through student clubs.

Accordingly, principals will ensure that the School District's standard procedures for notification of all parents/guardians at the beginning of each school year regarding all school-sponsored clubs and organizations available for students enrolled in their respective schools are followed. This notification will include, but may not be limited to, the following information for each club or organization: name, sponsor(s), times/location of meetings, mission/purpose and a description of past or planned activities.

Additionally, as part of the notification process, principals will ensure that parents/guardians are provided with the opportunity to withhold permission, in writing, relative to participation of their student in all, or selected, school clubs or organizations. Participation in school-sponsored clubs and organizations constituted after the notification process at the beginning of each school year will also require parent notification and written permission prior to student participation.

ADOPTED: May 18, 2006
REVISED: August 11, 2016

Cherokee County Board of Education

No fundraising organizations ~~shall~~ will be permitted to solicit funds from students without prior approval from the ~~Board of Education~~ School District.

Students ~~shall~~ will not be permitted to solicit funds in school-sponsored activities without prior approval from the ~~Board of Education~~ School District.

The ~~Board of Education~~ School District prohibits students in grades eight or lower from participating in door-to-door sales.

ADOPTED: August 2, 2001
REVISED: August 11, 2016
~~**Cross Ref.: Also KEB Solicitations**~~

Cherokee County Board of Education

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	D-1

Title

June 2016 Financial Report and Sales Tax Update

Requested Action

Board Consideration of Superintendent's Recommendation for Approval of June 2016 Financial Report and Sales Tax Update

Summary Explanation and Background

FINANCIAL REPORT FOR JUNE 2016

See Attached Report

Major System Priority

Increasing Accountability

Financial Impact

N/A

Exhibits: (List)

Financial Report and Sales Tax Update

Board Action	Source of Additional Information
(For Official School Board Records Only)	Kenneth Owen Dr. Brian V. Hightower

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

CHEROKEE COUNTY BOARD OF EDUCATION
Dr. Brian V. Hightower, Superintendent
Kenneth Owen, Asst. Superintendent

FINANCIAL REPORT
JUNE 2016

General Fund

For the month ending June 30, 2016, the twelfth month of the 2015-16 Fiscal Year, the School District's Operating Account (General Fund) has received $356,917,280 in revenue (year-to-date) consisting of state funds of $189,087,081 (101% of budget), $144,676,553 local taxes (108% of budgeted amount), and other funds $23,153,646 (95% of budget). All operating expenditures of $351,361,993 (102% of budget) are within the Board of Education's approved 2015-16 budget.

Capital Outlay

For the period ending June 30, 2016, of Fiscal Year 2015-16, the Capital Outlay Fund reflects receipt of $125 million of bonds sold in Fiscal Year 2007, $104 million of bonds sold in Fiscal Year 2010, $39,854,332 of Direct Pay Qualified School Construction bonds sold in Fiscal Year 2011, $43,232,363 million of bonds sold in Fiscal Year 2013, $46,885,000 of bonds sold in March 2014, and $62,087,932 of bonds sold in March 2015 from the Board-Approved Sale of General Obligation Bonds for capital outlay purposes. The Capital Outlay Fund balance of $17,861,208 as of June 30, 2016, is a consolidation of these six bond sales less expenses paid, as of this date.

Current SPLOST

For Fiscal Year 2015-16, the Cherokee County School District received $2,958,324 in June 2016, for the month of May 2016, the 41st month of 60 monthly sales tax collections for the 2013-2017 SPLOST. Collections received were above projections (detail included) for the month by $295,086 and well above cumulative projections by $6,541,326. SPLOST sales tax collections are continuing to trend up and follow the regular cyclical collection patterns seen in Cherokee County since 2001. While projections are level from month to month, actual collections vary greatly, due largely to regular consumer spending patterns and seasonal occurrences such as holidays. If this trend continues, it is possible that cumulative collections will exceed projections by as much as $8.2 million as of December 2017.

Cherokee County School District
FINANCIAL REPORT
AS OF JUNE 30, 2016

BALANCE SHEET

	GENERAL FUND	BOND SPLOST	CAPITAL OUTLAY	FED FUNDS AND SCHOOL NUTRITION	TOTAL
ASSETS					
Cash	$ 18,844,870	$ 762,501	$ 2,188,651	$ 3,632,879	$ 25,428,901
Investments	12,936,765	37,215,487	18,944,579	2,262,925	71,359,756
Accounts Receivable	33,948,409	3,120,722	-	668,087	37,737,218
TOTAL ASSETS	$ 65,730,044	$ 41,098,710	$ 21,133,230	$ 6,563,891	$ 134,525,875
LIABILITIES					
Accounts Payable	$ 22,590,957	$ -	$ 3,272,022	$ 938,824	$ 26,801,803
FUND BALANCE					
Fund Balance 6/30/2016	43,139,087	41,098,710	17,861,208	5,625,067	107,724,072
TOTAL LIABILITIES AND FUND BALANCE	$ 65,730,044	$ 41,098,710	$ 21,133,230	$ 6,563,891	$ 134,525,875

REVENUE AND EXPENSE

Revenue	$ 356,917,280	$ 37,618,013	$ 7,275,408	$ 28,888,071	$ 430,698,772
Expense	351,361,993	37,334,713	32,005,056	32,255,612	452,957,374
Excess Revenue over Expense	5,555,287	283,300	(24,729,648)	(3,367,541)	$ (22,258,602)
BEGINNING FUND BALANCE 7/01/2015	37,583,800	40,815,410	42,590,856	8,992,608	129,982,674
ENDING FUND BALANCE 6/30/2016	**$ 43,139,087**	**$ 41,098,710**	**$ 17,861,208**	**$ 5,625,067**	**$ 107,724,072**

General Fund
Comparison of Budget to Actual
June 2016

Description	2015-16 Budget	Year to Date	Available Budget
Revenue			
Federal	$ 102,500	$ 876,392	$ (773,892)
Local	134,048,529	144,676,553	(10,628,024)
State	187,243,981	189,087,081	(1,843,100)
Other	4,306,502	2,274,754	2,031,748
Tan	20,000,000	20,002,500	(2,500)
Total Revenue	**$ 345,701,512**	**$ 356,917,280**	$ (11,215,768)
Expense			
Instruction	$ 229,280,820	$ 232,720,686	$ (3,439,866)
Pupil Services	10,583,030	11,538,242	(955,212)
Imp. Instr. Svcs.	6,224,822	8,787,807	(2,562,985)
Media Svcs.	4,527,564	4,361,917	165,647
General Adm.	2,781,913	2,711,456	70,457
School Adm.	21,267,041	22,148,956	(881,915)
Business	2,349,845	2,310,511	39,334
Maintenance	22,807,017	23,917,623	(1,110,606)
Transportation	17,059,850	16,367,099	692,751
Support and Community Services	3,612,469	4,194,542	(582,073)
Facilities and Constr.	169,683	525,730	(356,047)
Transfers Out	2,824,190	1,725,412	1,098,778
Debt Service	20,048,033	20,052,012	(3,979)
Total Expense	**$ 343,536,277**	**$ 351,361,993**	$ (7,825,716)
Excess Rev. over Exp.	**$ 2,165,235**	**$ 5,555,287**	$ (3,390,052)

1% SALES TAX (2013-2017)
COMPARISON OF COLLECTIONS
AS OF JUNE 2016

REPORTING MONTH	60 MONTH COLLECTION PERIOD	PROJECTED COLLECTIONS	BOE 1% COLLECTIONS	DIFFERENCE BETWEEN ACTUAL AND PROJECTED COLLECTIONS
February 2013	January 2013 (1)	$ 2,488,563	$ 2,269,305	$ (219,258)
March 2013	February 2013 (2)	2,488,563	2,563,313	74,750
April 2013	March 2013 (3)	2,488,563	2,425,620	(62,943)
May 2013	April 2013 (4)	2,488,563	2,381,702	(106,861)
June 2013	May 2013 (5)	2,488,563	2,454,181	(34,382)
July 2013	June 2013 (6)	2,488,563	2,427,504	(61,059)
August 2013	July 2013 (7)	2,488,563	2,510,632	22,069
September 2013	August 2013 (8)	2,488,563	2,605,297	116,734
October 2013	September 2013 (9)	2,488,563	2,493,932	5,369
November 2013	October 2013 (10)	2,488,563	2,428,645	(59,918)
December 2013	November 2013 (11)	2,488,563	2,596,337	107,774
January 2014	December 2013 (12)	2,488,563	3,175,864	687,301
February 2014	January 2014 (13)	2,532,113	2,322,123	(209,990)
March 2014	February 2014 (14)	2,532,113	2,351,488	(180,625)
April 2014	March 2014 (15)	2,532,113	2,627,301	95,188
May 2014	April 2014 (16)	2,532,113	2,602,365	70,252
June 2014	May 2014 (17)	2,532,113	2,699,208	167,095
July 2014	June 2014 (18)	2,532,113	2,721,371	189,258
August 2014	July 2014 (19)	2,532,113	2,782,520	250,407
September 2014	August 2014 (20)	2,532,113	2,684,587	152,474
October 2014	September 2014 (21)	2,532,113	2,706,244	174,131
November 2014	October 2014 (22)	2,532,113	2,574,209	42,096
December 2014	November 2014 (23)	2,532,113	2,828,394	296,281
January 2015	December 2014 (24)	2,532,113	3,574,420	1,042,307
February 2015	January 2015 (25)	2,582,755	2,582,194	(561)
March 2015	February 2015 (26)	2,582,755	2,529,255	(53,500)
April 2015	March 2015 (27)	2,582,755	2,677,568	94,813
May 2015	April 2015 (28)	2,582,755	2,859,845	277,090
June 2015	May 2015 (29)	2,582,755	2,866,891	284,136
July 2015	June 2015 (30)	2,582,755	2,938,783	356,028
August 2015	July 2015 (31)	2,582,755	2,954,492	371,737
September 2015	August 2015 (32)	2,582,755	2,869,196	286,441
October 2015	September 2015 (33)	2,582,755	2,754,073	171,318
November 2015	October 2015 (34)	2,582,755	2,734,219	151,464
December 2015	November 2015 (35)	2,582,755	2,930,681	347,926
January 2016	December 2015 (36)	2,582,755	3,599,489	1,016,734
February 2016	January 2016 (37)	2,660,238	2,557,703	(102,535)
March 2016	February 2016 (38)	2,660,238	2,601,849	(58,389)
April 2016	March 2016 (39)	2,660,238	3,008,167	347,929
May 2016	April 2016 (40)	2,660,238	2,857,397	197,159
June 2016	May 2016 (41)	2,660,238	2,955,324	295,086
		$ 104,542,362	$ 111,083,688	$ 6,541,326

CHEROKEE COUNTY SCHOOL DISTRICT
1% SALES TAX FOR 2013-2017
PROJECTED COLLECTIONS
June 21, 2012

	2013	2013-14	2014-15	2015-16	2016-17	2017
July	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
August	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
September	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
October	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
November	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
December	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
January	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
February	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045	$ -
March	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045	$ -
April	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045	$ -
May	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045	$ -
June	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045	$ -
Total by Fiscal Year	$ 12,442,815	$ 30,080,506	$ 30,638,566	$ 31,380,475	$ 32,321,891	$ 19,180,315
Total Projected Collections						$ 156,044,568

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	D-2

Title

July 2016 Financial Report and Sales Tax Update

Requested Action

Board Consideration of Superintendent's Recommendation for Approval of July 2016 Financial Report and Sales Tax Update

Summary Explanation and Background

FINANCIAL REPORT FOR JULY 2016

See Attached Report

Major System Priority

Increasing Accountability

Financial Impact

N/A

Exhibits: (List)

Financial Report and Sales Tax Update

Board Action	Source of Additional Information
(For Official School Board Records Only)	Kenneth Owen Dr. Brian V. Hightower

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

CHEROKEE COUNTY BOARD OF EDUCATION
Dr. Brian V. Hightower, Superintendent
Kenneth Owen, Asst. Superintendent

FINANCIAL REPORT
JULY 2016

General Fund

For the month ending July 31, 2016, the first month of the 2016-17 Fiscal Year, the School District's Operating Account (General Fund) has received $1,219,864 in revenue (year-to-date) consisting of state funds of $1,141,371 (1% of budget) and other funds of $78,493 (.3% of budget). All operating expenditures of $4,854,152 (1% of budget) are within the Board of Education's approved 2016-17 budget.

Capital Outlay

For the period ending July 31, 2016, of Fiscal Year 2016-17, the Capital Outlay Fund reflects receipt of $125 million of bonds sold in Fiscal Year 2007, $104 million of bonds sold in Fiscal Year 2010, $39,854,332 of Direct Pay Qualified School Construction bonds sold in Fiscal Year 2011, $43,232,363 million of bonds sold in Fiscal Year 2013, $46,885,000 of bonds sold in March 2014, and $62,087,932 of bonds sold in March 2015 from the Board-Approved Sale of General Obligation Bonds for capital outlay purposes. The Capital Outlay Fund balance of $16,298,916 as of July 31, 2016, is a consolidation of these six bond sales less expenses paid, as of this date.

Current SPLOST

For Fiscal Year 2016-17, the Cherokee County School District received $3,080,153 in July 2016, for the month of June 2016, the 42nd month of 60 monthly sales tax collections for the 2013-2017 SPLOST. Collections received were above projections (detail included) for the month by $415,967 and well above cumulative projections by $6,957,293. SPLOST sales tax collections are continuing to trend up and follow the regular cyclical collection patterns seen in Cherokee County since 2001. While projections are level from month to month, actual collections vary greatly, due largely to regular consumer spending patterns and seasonal occurrences such as holidays. If this trend continues, it is possible that cumulative collections will exceed projections by as much as $6.7 million as of December 2017.

Cherokee County School District
FINANCIAL REPORT
AS OF JULY 31, 2016

BALANCE SHEET

	GENERAL FUND	BOND SPLOST	CAPITAL OUTLAY	FED FUNDS AND SCHOOL NUTRITION	TOTAL
ASSETS					
Cash	$ 45,553,386	$ 783,741	$ 16,425,017	$ 5,789,804	$ 68,551,948
Investments	-	13,030,694	-	107,173	13,137,867
Accounts Receivable	15,887,931	23,275	-	522,348	16,433,554
TOTAL ASSETS	$ 61,441,317	$ 13,837,710	$ 16,425,017	$ 6,419,325	$ 98,123,369
LIABILITIES					
Accounts Payable	$ 21,936,518	$ -	$ 126,101	$ 1,235,679	$ 23,298,298
FUND BALANCE					
Fund Balance 7/31/2016	39,504,799	13,837,710	16,298,916	5,183,646	74,825,071
TOTAL LIABILITIES AND FUND BALANCE	$ 61,441,317	$ 13,837,710	$ 16,425,017	$ 6,419,325	$ 98,123,369

REVENUE AND EXPENSE

Revenue	$ 1,219,864	$ 1,474,817	$ 34,122	$ 95,479	$ 2,824,282
Expense	4,854,152	28,735,817	1,596,414	536,900	35,723,283
Excess Revenue over Expense	(3,634,288)	(27,261,000)	(1,562,292)	(441,421)	$ (32,899,001)
BEGINNING FUND BALANCE 7/01/2016	43,139,087	41,098,710	17,861,208	5,625,067	107,724,072
ENDING FUND BALANCE 7/31/2016	**$ 39,504,799**	**$ 13,837,710**	**$ 16,298,916**	**$ 5,183,646**	**$ 74,825,071**

General Fund
Comparison of Budget to Actual
July 2016

Description	2016-17 Budget	Year to Date	Available Budget
Revenue			
Federal	$ 121,690	$ 931	$ 120,759
Local	145,702,985	-	145,702,985
State	194,260,274	1,141,371	193,118,903
Other	4,562,187	77,562	4,484,625
Tan	18,000,000	-	18,000,000
Total Revenue	**$ 362,647,136**	**$ 1,219,864**	$ 361,427,272
Expense			
Instruction	$ 244,222,464	$ 590,247	$ 243,632,217
Pupil Services	10,925,866	52,997	10,872,869
Imp. Instr. Svcs.	9,150,070	795,292	8,354,778
Media Svcs.	4,595,516	357	4,595,159
General Adm.	2,745,314	228,189	2,517,125
School Adm.	22,285,070	854,378	21,430,692
Business	2,532,012	224,769	2,307,243
Maintenance	23,474,842	1,217,285	22,257,557
Transportation	16,746,074	345,834	16,400,240
Support and Community Services	4,526,730	162,663	4,364,067
Facilities and Constr.	691,355	182,141	509,214
Transfers Out	2,707,073	200,000	2,507,073
Debt Service	18,044,750	-	18,044,750
Total Expense	**$ 362,647,136**	**$ 4,854,152**	$ 357,792,984
Excess Rev. over Exp.	**$ -**	**$ (3,634,288)**	$ 3,634,288

1% SALES TAX (2013-2017)
COMPARISON OF COLLECTIONS
AS OF JULY 2016

REPORTING MONTH	60 MONTH COLLECTION PERIOD	PROJECTED COLLECTIONS	BOE 1% COLLECTIONS	DIFFERENCE BETWEEN ACTUAL AND PROJECTED COLLECTIONS
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October 2013	September 2013 (9)	2,488,563	2,493,932	5,369
November 2013	October 2013 (10)	2,488,563	2,428,645	(59,918)
December 2013	November 2013 (11)	2,488,563	2,596,337	107,774
January 2014	December 2013 (12)	2,488,563	3,175,864	687,301
February 2014	January 2014 (13)	2,532,113	2,322,123	(209,990)
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April 2014	March 2014 (15)	2,532,113	2,627,301	95,188
May 2014	April 2014 (16)	2,532,113	2,602,365	70,252
June 2014	May 2014 (17)	2,532,113	2,699,208	167,095
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November 2014	October 2014 (22)	2,532,113	2,574,209	42,096
December 2014	November 2014 (23)	2,532,113	2,828,394	296,281
January 2015	December 2014 (24)	2,532,113	3,574,420	1,042,307
February 2015	January 2015 (25)	2,582,755	2,582,194	(561)
March 2015	February 2015 (26)	2,582,755	2,529,255	(53,500)
April 2015	March 2015 (27)	2,582,755	2,677,568	94,813
May 2015	April 2015 (28)	2,582,755	2,859,845	277,090
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September 2015	August 2015 (32)	2,582,755	2,869,196	286,441
October 2015	September 2015 (33)	2,582,755	2,754,073	171,318
November 2015	October 2015 (34)	2,582,755	2,734,219	151,464
December 2015	November 2015 (35)	2,582,755	2,930,681	347,926
January 2016	December 2015 (36)	2,582,755	3,599,489	1,016,734
February 2016	January 2016 (37)	2,660,238	2,557,703	(102,535)
March 2016	February 2016 (38)	2,660,238	2,601,849	(58,389)
April 2016	March 2016 (39)	2,660,238	3,008,167	347,929
May 2016	April 2016 (40)	2,660,238	2,857,397	197,159
June 2016	May 2016 (41)	2,660,238	2,955,324	295,086
July 2016	June 2016 (42)	2,660,238	3,076,205	415,967
		$ 107,202,600	$ 114,159,893	$ 6,957,293

CHEROKEE COUNTY SCHOOL DISTRICT
1% SALES TAX FOR 2013-2017
PROJECTED COLLECTIONS
June 21, 2012

	2013	2013-14	2014-15	2015-16	2016-17	2017
July	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
August	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
September	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
October	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
November	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
December	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
January	$ -	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045
February	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045	$ -
March	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045	$ -
April	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045	$ -
May	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045	$ -
June	$ 2,488,563	$ 2,532,113	$ 2,582,755	$ 2,660,238	$ 2,740,045	$ -
Total by Fiscal Year	$ 12,442,815	$ 30,080,506	$ 30,638,566	$ 31,380,475	$ 32,321,891	$ 19,180,315

Total Projected Collections $ 156,044,568

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	D-3

Title

Proposed Issuance of Tax Anticipation Notes (TANs)

Requested Action

Board Consideration of Superintendent's Recommendation for Approval of Issuance of a Tax Anticipation Note (TAN)

Summary Explanation and Background

The School District derives a large part of its annual operating capital from the collections of property tax in the county. Property tax is collected one time per year, generally between November and January. Because of the timing of the collection of property tax, the School District experiences a short term cash flow interruption requiring short term borrowing in the form of a Tax Anticipation Note ("TAN"). A TAN must be repaid in full prior to the end of the year. The Board is, therefore, asked to consider and approve the Superintendent's recommendation to adopt in substantially similar form, the attached Resolution authorizing the issuance of $15.5 million of a TAN to the financial institution submitting lowest qualified interest rate bids. It is anticipated that interest rate bids will be received and vetted by staff and Robert Morrison, the District's Financial Consultant, prior to the School Board meeting on September 1, 2016.

Major System Priority

Increasing Accountability

Financial Impact

Estimated interest expense: $48,750. Actual expense to be based on bid.

Exhibits: (List)

Resolution Authorizing Sale of a Tax Anticipation Note (TAN) Distributed at September 1, 2016 Board Meeting

Board Action	Source of Additional Information
(For Official School Board Records Only)	Kenneth Owen 770.479.1871

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

A RESOLUTION OF THE CHEROKEE COUNTY BOARD OF EDUCATION PROVIDING FOR THE ISSUANCE AND SALE OF A TAX ANTICIPATION NOTE IN PRINCIPAL AMOUNT OF AND FOR OTHER RELATED PURPOSES:

WHEREAS, the Cherokee County School System (the "Issuer") is a duly created and validly existing political subdivision of the State of Georgia under the Constitution and laws of the State of Georgia; and

WHEREAS, the Cherokee County Board of Education, the governing body of the Issuer charged with contracting debts and managing the affairs of the Issuer (the "Governing Body"), has determined that it is in the best interest of the Issuer to pay current expenses for calendar year 2016 in anticipation of the receipt of taxes levied or to be levied for the Issuer's General Fund (the "General Fund"); and

WHEREAS, the Issuer is authorized by Article IX, Section V, Paragraph V of the Constitution of the State of Georgia and Section 36-80-2 of the Official Code of Georgia Annotated, to borrow money to pay current expenses during any calendar year and to evidence such borrowing by issuing tax anticipation notes in anticipation of the receipt of taxes levied or to be levied for the General Fund for expenses payable in such calendar year; and

WHEREAS, the Issuer proposes to issue a tax anticipation note in the principal amount of $15,500,000 (the "Note") to pay the current expenses of the Issuer.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Issuer and it is hereby resolved by authority of the same, as follows:

Section 1. Findings. The Governing Body hereby finds and determines as follows: (a) there are no other temporary loans or other contracts, notes, warrants or obligations for current expenses which have been issued by the Issuer in calendar year 2016; (b) the principal amount of the Note does not exceed 75% of the total gross income from taxes collected by the Issuer in calendar year 2015 for the General Fund; (c) the principal amount of the Note, together with other contracts, notes, warrants or obligations of the Issuer for current expenses in calendar year 2016 for the General Fund, do not exceed the total anticipated tax revenues of the Issuer for the General Fund for calendar year 2016; (d) no temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2015 or any prior calendar year remains unpaid as of the date hereof; and (e) a need exists for the Issuer to borrow $15,500,000 to pay current expenses of the Issuer in calendar year 2016 prior to the receipt of sufficient revenues from taxes levied or to be levied for the General Fund for 2016.

Section 2. Authorization of Note. The issuance of the Note in the principal amount of $15,500,000 is hereby authorized. The Note shall be designated "Cherokee County School System Tax Anticipation Note, Series 2016." The Note shall be dated as of the date of issuance thereof; shall bear interest at the rate of ____% per annum, calculated on the basis of the actual number of days elapsed in a 360-day year; shall be payable as to principal and interest in

lawful money of the United States of America to the person who is the registered owner on December 15, 2016; shall be numbered R-1 upward; and shall mature and together with accrued interest shall be payable on December 30, 2016. The Note shall be issued in the form of a single fully registered note. The Note shall be executed by the manual signature of the Chairman or Vice Chairman of the Governing Body and by the manual signature of the Secretary, and the corporate seal of the Issuer shall be impressed thereon. In case any officer whose signature shall be affixed to the Note or who shall have sealed the Note shall cease to be such officer before the Note so signed and sealed shall have been actually delivered, the Note, nevertheless, shall be a valid obligation of the Issuer and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the Issuer when the Note shall be actually delivered.

Section 3. Approval of Form of Note. The Note as initially issued shall be issued in substantially the form attached hereto as Exhibit A with such changes, insertions or omissions as may be approved by the Chairman or Vice Chairman of the Governing Body, and the execution and delivery of the Note shall be conclusive evidence of such approval.

Section 4. Designation of Paying Agent. The Issuer's Assistant Superintendent of Financial Management is hereby designated as Paying Agent, Note Registrar and Authenticating Agent with respect to the Note.

Section 5. Tax Revenues Used to Repay Note; General Obligation. The Issuer agrees to use for payment of the Note and the interest thereon a sufficient portion of the revenues received by the Issuer from taxes levied or to be levied for calendar year 2016 for the General Fund, subject to the 20 mill limitation prescribed by law, and other funds available for such purpose. The indebtedness to be evidenced by the Note is a general obligation of the Issuer, and the full faith and credit of the Issuer are hereby pledged to secure the payment of the principal of and interest on the Note.

Section 6. Authentication of Note. The Note as originally issued and all Notes issued in connection with a registration of transfer shall not be valid for any purpose unless and until a certificate of authentication substantially in the form set forth in Exhibit A shall be duly executed by the Note Registrar.

Section 7. Transfer and Exchange of Note. The Note Registrar shall cause to be kept books for the registration of transfer of the Note. The Note may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Upon surrender for registration of transfer of at the principal office of the Note Registrar, the Issuer shall execute, and the Note Registrar shall authenticate and deliver in the name of the transferee, a new Note, numbered consecutively in order of issuance according to the records of the Note Registrar. Such registration of transfer shall be without charge to the owner of the Note, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Note requesting such registration of transfer as a condition precedent to the exercise of such privilege.

Except as provided in Section 9 hereof, the Note may be not be exchanged.

Section 8. Registered Owners. The person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of either principal or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

Section 9. Mutilated or Destroyed Note. In case the Note shall become mutilated or be destroyed or lost, the Issuer, may cause to be executed, authenticated and delivered a new Note in exchange or substitution for any such Note upon, in the case of a mutilated Note, surrender of such Note, or in the case of destroyed or lost Note, the owners filing with the Issuer, the Paying Agent and the Note Registrar evidence satisfactory to them that such Note was destroyed or lost and providing indemnity satisfactory to them, provided that if the owner of such destroyed or lost Note has a minimum net worth of at least $25,000,000, such person's own unsecured agreement of indemnity shall be deemed to be satisfactory. If the Note shall have matured, instead of issuing a new Note, the Issuer may pay the same.

Section 10. Redemption. The Note is not subject to redemption or prepayment prior to maturity as is more fully provided in the form thereof.

Section 11. Tax Covenants and Representations. The Note is being issued by the Issuer in compliance with the conditions necessary for the interest income on the Note to be excludable from gross income for federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). It is the intention of the Issuer that the interest on the Note be and remain excludable from gross income for federal income tax purposes, and, to that end, the Issuer hereby covenants with the owner of the Note, as follows:

(a) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Note under Section 103 of the Code.

(b) It will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds of the Issuer or take or omit to take any action in a way that would cause the Note to be (i) a "private activity bond" within the meaning of Section 141 of the Code, (ii) an obligation which is "federally guaranteed" within the meaning of Section 149 of the Code or (iii) a "hedge bond" within the meaning of Section 149 of the Code. Without limiting the foregoing, the Issuer will not allow 10% or more of the proceeds of the Note to be used in the trade or business of any private business and will not loan 5% or more of the proceeds of the Note to any nongovernmental units.

(c) It will not directly or indirectly use or permit the use of any proceeds of the Note or any other funds of the Issuer or take or omit to take any action that would

cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code. To that end, the Issuer will comply with all requirements of Section 148 of the Code to the extent applicable to the Note.

Section 12. Approval of Tax Documents. The Chairman or Vice Chairman of the Governing Body is hereby authorized to execute on behalf of the Issuer a Tax and Non-Arbitrage Certificate to assure the owner of the Note and Murray Barnes Finister LLP, Bond Counsel, that the interest on the Note will remain excludable from gross income for federal income tax purposes and that the proceeds of the Note will not be used in a manner which would result in the Note being an "arbitrage bond" within the meaning of Section 148 of the Code. The Chairman of the Governing Body or Vice Chairman of the Governing Body is further authorized to execute on behalf of the Issuer an Internal Revenue Service Form 8038-G "Information Return for Tax-Exempt Governmental Obligations" related to the issuance of the Note.

Section 13. General Authority. From and after the date of adoption of this resolution, any member of the Governing Body and the officers, employees and agents of the Issuer are hereby authorized to do such acts and things, and to execute and deliver all such certificates or agreements as may be necessary or desirable in connection with the issuance of the Note. Without limiting the foregoing, the Vice-Chairman of the Governing Body is authorized to execute any and all documents on behalf of the Chairman of the Governing Body, and the Assistant Secretary of the Governing Body is authorized to execute any and all documents on behalf of the Secretary of the Governing Body. All actions of the Governing Body, officers, employees or agents of the Issuer taken in connection therewith prior to the date hereof are hereby ratified and confirmed.

Section 14. Sale of Note. The sale of the Note to _____ [Lender] for the par amount of $15,500,000 is hereby approved.

Section 15. Repeal of Conflicting Resolutions; Effective Date. This Resolution shall be in full force and effect immediately upon its adoption, and any and all resolutions or parts of resolutions in conflict with this Resolution shall be, and they are, to the extent of such conflict, hereby repealed.

Adopted and approved by the Board of Education of the Cherokee County School System on September 1, 2016.

CHEROKEE COUNTY SCHOOL SYSTEM

(SEAL)

By:_____
Chairman, Board of Education

Attest:

_____
Secretary, Board of Education

EXHIBIT A

FORM OF NOTE

UNITED STATES OF AMERICA

STATE OF GEORGIA

CHEROKEE COUNTY SCHOOL SYSTEM
TAX ANTICIPATION NOTE,
SERIES 2016

Number: R-1

Maturity Date	Date of Original Issue
December 30, 2016	_____ [Closing Date]

Principal Amount: $15,500,000

Registered Owner: _____[Lender]

KNOW ALL MEN BY THESE PRESENTS: CHEROKEE COUNTY SCHOOL SYSTEM, a political subdivision of the State of Georgia (the "Issuer"), for value received, hereby promises to pay the principal amount set forth above, together with interest thereon at the rate of ____% per annum (calculated on the basis of the actual number of days elapsed in a 360-day year), in immediately available funds, on the Maturity Date set forth above, to the registered owner hereof.

Both principal hereof and interest hereon are payable by wire transfer by the Issuer's Assistant Superintendent of Financial Matters, as paying agent, note registrar and authenticating agent (the "Paying Agent"), to the person who is the registered owner hereof as of December 15, 2016. Both principal hereof and interest are payable in lawful money of the United States of America. The Issuer also promises to pay any and all amounts owed by the Issuer as arbitrage rebate pursuant to Section 148 of the Internal Revenue Code of 1986, as amended and any amounts expended by any owner of this Note in connection with the collection of amounts owed hereunder, including, but not limited to attorney fees.

This Note is issued in anticipation of the receipt of taxes levied or to be levied for the Issuer's general fund in calendar year 2016, subject to the 20 mill limitation prescribed by

law. The principal amount of this Note together with all other temporary loans, notes, warrants or similar obligations does not exceed 75% of the total revenues from taxes collected for the General Fund by the Issuer in calendar year 2015 and does not exceed, together with other contracts, notes, warrants and obligations of the Issuer for calendar year 2016 payable from the General Fund, the total anticipated revenues from taxes of the Issuer for the General Fund for calendar year 2016. No temporary loan or other contract, note, warrant or other obligation for current expenses incurred in calendar year 2015 or any prior calendar year remains unpaid.

This Note is not subject to prepayment or redemption prior to maturity.

The indebtedness evidenced by this Note is a general obligation of the Issuer, and the full faith, credit and taxing power of the Issuer have been pledged to secure the payment of the principal of and interest on this Note.

This Note may be registered as transferred by the registered owner hereof in person or by the owner's attorney duly authorized in writing, but only in the manner, subject to the limitations specified in the Resolution, and upon surrender and cancellation of this Note. Upon such registration of transfer, a new note will be issued to the transferee in exchange therefor. No service charge shall be made for any registration of transfer, but the Paying Agent may require payment of a sum sufficient to cover any tax or other governmental charge as a condition precedent to the exercise of such privilege.

Except for exchanges of mutilated notes provided in the Resolution, this Note may not be exchanged.

The person in whose name this Note is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered owner shall be valid and effectual to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Georgia to be done precedent to or as a condition to the issuance of this Note have been properly done, have happened and have been performed in the manner required by the Constitution and laws of the State of Georgia; that the tax levies in anticipation of which this Note is issued are or will be valid and legal levies; that the Issuer will use a sufficient amount of the proceeds of such tax levies and other available funds for the payment of this Note and the interest hereon; and that this Note, together with all other indebtedness of the Issuer, is within every debt or other limit provided by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the Issuer acting by and through its Board of Education, has caused this Note to be executed in its corporate name by the manual signature of the Chairman, and attested by the manual signature of the Secretary and the corporate seal of the Issuer to be impressed or imprinted hereon, all as of the date of original issue as shown above.

CHEROKEE COUNTY SCHOOL SYSTEM

(SEAL)

By:_____
Chairman, Board of Education

Attest:

_____
Secretary, Board of Education

CERTIFICATE OF AUTHENTICATION

This is the Note described in the within mentioned authorizing resolution of the Cherokee County Board of Education adopted on [Resolution Date], and is hereby authenticated.

ASSISTANT SUPERINTENDENT OF FINANCIAL MANAGEMENT, as Note Registrar

By:_____
Kenneth Owen

Date of Authentication: [Closing Date]

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

_____

_____

_____

_____

_____

the within Note of the Cherokee County School System and does hereby constitute and appoint _____ attorney to transfer the said Note on the books of the Note Registrar, with full power of substitution in the premise.

Date:

In the presence of:_____

_____
Noteholder

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

SECRETARY'S CERTIFICATE

The undersigned does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution pertaining to the Cherokee County School System Tax Anticipation Note, Series 2016 in the principal amount of $15,500,000, which resolution was duly adopted at a meeting of the Cherokee County Board of Education (the "Governing Body") that was duly called and assembled in accordance with applicable law on [Resolution Date], that was open to the public, and at which a quorum was present and acting throughout, that the original of said resolution appears of record in the minute book of the Governing Body which is in my custody and control, and that said resolution has not been amended, repealed, revoked or rescinded as of the date hereof.

Given under my hand and the seal of the Governing Body of the Cherokee County School System on [Resolution Date].

(SEAL)

Secretary, Board of Education

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	E-1

Title

Out of State Travel Request

Requested Action

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.

Major System Priority

Attracting, retaining, and training the best teachers, principals, and support staff

Financial Impact

See Legend on Attached Out of State Travel Requests

Exhibits: (List)

Attached Out of State Travel Requests

Board Action	Source of Additional Information
(For Official School Board Records Only)	Susan G. McCarthy 770.479.1871 Dr. Keith A. Bryant 770.479.1871 Jackie Miller 770.479.1871

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

OUT OF STATE TRAVEL REQUESTS

Name	School	Dates	Reason	Place	Cost
Charlette M. Green, Director	Central Office	9.23.16 – 9.27.16	*To attend National Association of State Directors of Special Education, Inc. (NASDSE)/Council of Administrators of Special Education (CASE) Conference.* ***Representing Georgia CASE***	Milwaukee, WI	$ 0 ∑
Vickie Cater, Teacher Amy Parks, Teacher	Canton ES STEM Academy	9.19.16 – 9.21.16 11.30.16 – 12.2.16	*To attend Leveled Literacy Intervention Training (Grades 3-5)* ***Train-the-Trainer***	Cambridge, MA	$ 0 ₳
Nicole Eichenberger, Teacher Gena Ergle, Teacher	Canton ES STEM Academy	10.17.16 – 10.19.16 12.14.16 – 12.16.16	*To attend Leveled Literacy Intervention Training (Grades K-2)* ***Train-the-Trainer***	Cambridge, MA	$ 0 ₳
Billie Beecher, Teacher Laura Antonelli, Teacher	Etowah HS Woodstock HS	10.10.16 – 10.14.16	*To attend Comprehensive Crime Scene Photography*	Youngsville, NC	$2,131 ✦ $2,189 ✦

Legend

∑- No Expense to Cherokee County School District (Council of Administrators of Special Education (CASE))

₳ - No Expense to Cherokee County School District (Title I, Part A, 1003(a) School Improvement Grant)

✦ - Carl Perkins Funds FY2016-17

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	E-2

Title

Out of State and Overnight Field Trips

Requested Action

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.

Major System Priority

Increasing Accountability

Financial Impact

N/A

Exhibits: (List)

See Attachment

Board Action	Source of Additional Information
(For Official School Board Records Only)	Trey Olson 770-479-1871 Susan McCarthy 770-479-1871

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

ATTACHMENT: OVERNIGHT AND OUT-OF- STATE FIELD TRIPS

I. Curriculum-Based Trips

School	Grade	Date	Destination	Reason/Nature
Mill Creek MS	8	3.27.17 – 3.29.17	Charleston, SC	Eighth grade students will tour historical sites.
Cherokee HS	9-12	6.12.17 – 6.15.17	New York, NY	Drama Club students will tour historical sites and attend a Broadway workshop and Broadway plays.
Etowah HS	9-12	3.2.17 – 3.5.17	Washington, D.C.	Students will tour the Nation's Capitol, Monuments and Memorials.
Etowah HS	11-12	7.10.17 – 7.23.17	Brisbane/ Cairns/ Rockhampton/ Sydney/ Townsville, Australia	Flying Eagles Travel Program students will experience culture and tour landmarks and sites.
Sequoyah HS	11-12	10.31.16 – 11.4.16	Las Vegas, NV	Hot Rodders Club students have qualified to attend the 2016 Hot Rodders Engine Challenge of Tomorrow National Championship.

II. Student Activities/Athletic-Based Trips

School	Grade	Date	Destination	Reason/Nature
Etowah HS – Girls Basketball Team	9-12	12.18.16 – 12.22.16	Orlando, FL	Participate in the KSA Pre-Holiday Basketball Tournament at ESPN Wide World of Sports

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	F-1

Title

Monthly Update on Capital Outlay Projects

Requested Action

Board Consideration of Superintendent's Recommendation for Approval of Update on Capital Outlay Projects

Summary Explanation and Background

See the attached construction project status report from the Assistant Superintendent for Support Services and Facilities/Construction Management, along with accompanying architectural firm summaries.

Major System Priority

Increasing Accountability

Financial Impact

N/A

Exhibits: (List)

See Attachments

Board Action	Source of Additional Information
(For Official School Board Records Only)	William J. Sebring 770.721.8445 Phil Parrott 770.721.8457 Steve Werner 770.721.8450

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

Cherokee County School District

DATE: 23 August 2016

TO: Dr. Brian V. Hightower
Superintendent of Schools

FROM: William J. Sebring
Assistant Superintendent, Support Services and Facilities/Construction Management

SUBJECT: Construction Status Reports

The monthly status reports submitted by the architects have been reviewed and the following additional comments are offered:

Educational Services Complex

- All slabs are 95% complete.
- Structural Steel for Auditorium is ongoing.
- Metal stud walls for first floor of three 3 story facility is underway.
- Electrical and plumbing contractors are on site and installation is ongoing.
- Mechanical systems duct work is progressing.
- Roof Installation is underway on main building.
- Exterior cold form stud for the exterior wall is in progress.
- Anticipated project completion date is August 2017.

WJS

WJS:dm

110 Academy Street
Canton, Georgia 30114
770.479.1871
www.cherokee.k12.ga.us

KRH ARCHITECTS

August 19, 2016

Cherokee County Board of Education
Attn: Mr. William J. Sebring
110 Academy Street
Canton, GA 30114

RE: Cherokee County School District – Educational Services Complex
Architects Project # 14-021

Mr. Sebring,

The majority of the work has occurred in the Main Administration Building. The interior metal studs on the first floor are almost complete in the office wings. They have begun setting hollow metal doorframes in the interior offices on the first level. The majority of the exterior structural metal studs are installed around the perimeter of the first level. With the studs installed, the building insulation has begun on the eastside of the building.

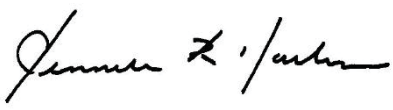
The electrician continues to run conduit within the metal studs and has begun laying out the path for the cable tray. The mechanical ductwork is over 90% complete on the first level, and they have begun installing ductwork on the second level. The plumbing subcontractor continues to rough-in sanitary plumbing on the third level.

The Auditorium Building structural steel is almost complete. They have completed most of the roof decking and have started setting the roof top unit curbs. The mechanical subcontractor has begun installing the ductwork.

The design team continues to visit the site weekly. We have completed the majority of the exterior submittals and have begun reviewing interior finishes submittals.

The project is on schedule, and the quality of workmanship meets the requirements of our plans and specifications. We see no reason why the Educational Services Facility will be delayed from opening up for August 2017.

Sincerely,



Kenneth R. Harless AIA, NCARB



August Aerial



Auditorium Building



Auditorium



Auditorium Platform



Main Administration Building



Main Administration Building



Metal Studs (Level 1)



Lobby (Level 1)



Level 2 (Ductwork)



Level 2 (Balcony)

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	F-2

Title

Board Consideration of Superintendent's Recommendation of Special Lease Agreements

Requested Action

Board Consideration of Superintendent's Recommendation for Approval of 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 two or more consecutive days or for recurring activities.

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

Major System Priority

Increasing Accountability

Financial Impact

N/A

Exhibits: (List)

See Attachment

Board Action	Source of Additional Information
(For Official School Board Records Only)	William J. Sebring 770-721-8445 Phil Parrott 770-721-8457

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

Special Lease Agreements September 2016

School Facility: Indian Knoll
Event Dates: 9/1/2016-11/13/2016
Name of Organization: B&G Athletics (i9Sports)
Director of Activity Name: Barry Switzer
Object or purpose: Soccer, Flag Football
Term: 3 Month
Areas: Field Area

School Facility: Indian Knoll
Event Dates: 12/4/2016-2/12/2017
Name of Organization: B&G Athletics (i9Sports)
Director of Activity Name: Barry Switzer
Object or purpose: Soccer, Flag Football
Term: 3 Month
Areas: Field Area

School Facility: Little River ES
Event Dates: 9/13, 10/18, 11/15, 12/13, 1/17/17, 2/7/17, 3/21/17, 4/18/17
Name of Organization: RISE UP! (Wolfies Warriors)
Director of Activity Name: Jennifer White & Cyndi Walsh
Object of purpose: Character Training Meeting
Term: Once a month
Areas: Cafeteria

School Facility: Bascomb ES
Event Dates: 9/12/2016- 4/24/2017
Name of Organization: Cub Scout Pack 999
Director of Activity Name: Kim Teijeiro
Object of purpose: Pack Meetings/Den Meetings
Term: Twice a month
Areas: Cafeteria

School Facility: Tippens Education Center
Event Dates: 9/1/2016-10/13/2016
Name of Organizations: Towne Lakers
Director of Activity Name: David Hughes
Object of purpose: Basketball Practice
Term: 1 month
Area: Gym

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	G-1

Title

Personnel Recommendations and Resignations for Certified and Classified Personnel

Requested Action

Board Consideration of Superintendent's Recommendation for Approval of Recommendations, Resignations, Terminations and Transfers for Classified Personnel

Summary Explanation and Background

The Personnel Recommendations include the following items:

1. Certified Recommendations
2. Certified Transfers
3. Certified Resignations
4. Classified Recommendations
5. Classified Transfers
6. Classified Resignations

Major System Priority

Attracting, Retaining and Training the Best Teachers, Principals and Support Staff

Financial Impact

N/A

Exhibits: (List)

Board Action	Source of Additional Information
(For Official School Board Records Only)	Richard Beaulieu 770.704.4384

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

CERTIFIED RECOMMENDATIONS 09/01/2016

Last	First	Position	Location	Start Date
Henriques	Jan	Audiologist	Buffington ESC	10/03/16
Million	Jessica	Teacher	Carmel ES	08/17/16
Freeman	Jaustin	Teacher	Hasty ES	08/29/16
Intravia	Monica	Counselor	Sequoyah HS	08/15/16
Zaski	Jillian	Teacher	Woodstock HS	08/16/16

CERTIFIED TRANSFERS 09/01/2016

Last	First	Position	Location	Start Date
Hall	Andrew	Teacher on Special Assignment to Asst. Principal	River Ridge HS	09/02/16

CERTIFIED RESIGNATIONS 09/01/2016

Last	First	Position	Location	End Date
Switzer	Angela	Teacher	Avery ES	06/01/16
Mullen	Krista	Speech Language Pathologist	Buffington ESC	06/01/16
Bryant	Debbie	Teacher	Canton ES	08/22/16
Hollinger	Chelsea	Teacher	Carmel ES	08/16/16
Strickland	Charles	Teacher	Etowah HS	10/31/16
Deane	Cindy	Teacher	Knox ES	08/03/16
Byrne	James	Teacher	Tippens Center	08/23/16

CLASSIFIED RECOMMENDATIONS 09/01/2016

Last	First	Position	Location	Start Date
Broughton	Joel	Paraprofessional	Ace Academy	08/26/16
Vaccaro	Wendy	Paraprofessional	Avery ES	08/31/16
Hofstetter	Chrissa	Nurse	Creekland MS	08/29/16
Miller	Carmen	Paraprofessional	Freedom MS	08/15/16
Wolfe	Daniel	Paraprofessional	Knox ES	08/22/16
Chambers	Cleveland	Facility Support	Maintenance	08/15/16
Di Clemente	Tracy	School Nutrition Worker	Mill Creek MS	09/06/16
White	Jennifer	Paraprofessional	River Ridge HS	08/23/16
Speidel	Kathleen	Paraprofessional	Sequoyah HS	08/22/16
Beckett	Bonnie	Bus Driver	Transportation	08/25/16
Jones	Kristin	Bus Driver	Transportation	08/03/16
Pollak	Monica	Bus Driver	Transportation	08/15/16
LoPiccolo	Pamela	Secretary	Woodstock MS	08/25/16

CLASSIFIED TRANSFERS 09/01/2016

Last	First	Position	Location	Start Date
Meadow	Melinda	Paraprofessional to Teacher	Tippens Center	08/17/16

CLASSIFIED RESIGNATIONS 09/01/2016

Last	First	Position	Location	End Date
Bouchillon	Vickie	Nurse	Creekland MS	08/10/16
Warford	Tara	Paraprofessional	ET Booth ES	05/27/16
Hill	Rosela	School Nutrition Worker	Hickory Flat ES	05/31/16
Daniel	Joyce	Paraprofessional	Holly Spring ES	08/31/16
Stoker	Melissa	School Nutrition Worker	Little River ES	05/31/16
McPherson	Joe	Facility Technician	Maintenance	08/17/16
Rowland	Kimberly	Paraprofessional	Mountain Road ES	08/25/16
Dunagan	Vickie	Secretary	Purchasing	09/30/16
Frady	Jennifer	Parent Facilitator	RM Moore ES	06/01/16
Epperson	Mary	Paraprofessional	Teasley MS	08/19/16

CLASSIFIED RESIGNATIONS (Continued) 09/01/2016

Last	First	Position	Location	End Date
Boyer	Brian	Bus Driver	Transportation	08/19/16
Johnson	Heather	Bus Driver	Transportation	08/11/16
Sears	Karen	Bus Attendant	Transportation	08/26/16
Sweat	Larry	Bus Driver	Transportation	09/30/16

Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
September 1, 2016	I-1

Title

Contract and Memorandum of Understanding with Ninth District Opportunity, Inc.

Requested Action

Board Approval of Superintendent's Recommendation for Approval of Contract and Memorandum of Understanding with Ninth District Opportunity, Inc. for October 1, 2016 through September 30, 2017

Summary Explanation and Background

The Cherokee County Board of Education and the Ninth District Opportunity, Inc. (NDO) have entered into an annual contract to operate the Head Start and Pre-K program at the Ralph Bunche Center dating back to 1973. Johnston ES Preschool (formerly Little River Preschool) was added SY 2009-10. Effective October 1, 2016 this contract will provide for a continuation of this program at these two locations. By engaging in this joint venture, the Cherokee County Board of Education provides critically needed educational opportunities for 74 Head Start students.

Major System Priority

Increased Accountability

Financial Impact

CCSD in-kind funding is $369,336 for facility use and maintenance

Exhibits: (List)

Copy of Proposed Contract and Memorandum of Understanding

Board Action	Source of Additional Information
(For Official School Board Records Only)	Dr. Brian V. Hightower (770) 479-1871 Trey Olson (770) 479-1871 Donna Adams (770) 479-4744

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
(Date)

By: _____
(School Board Chairman)

Initialized: 3/3/99
Revised: 2/1/16

NINTH DISTRICT OPPORTUNITY, INC.
Gainesville, Georgia

CONTRACT

THIS CONTRACT, entered into as of this 7th day of June, 2016, by and between NINTH DISTRICT OPPORTUNITY, INC., of the County of Hall, State of Georgia, (hereinafter referred to as "NDO") and Cherokee County Board of Education, State of Georgia, (hereinafter referred to as the "Board").

WITHNESSETH THAT:

WHEREAS, NDO on the 1st day of October, 2016, receives a Grant under the DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION FOR CHILDREN AND FAMILIES (hereinafter referred to as "ACF"), and

WHEREAS, pursuant to said Grant NDO is undertaking certain activities, including operating a Head Start Program; and

WHEREAS, NDO desires to engage the Board to provide certain staff for such undertaking;

NOW THEREFORE, NDO and the Board do mutually agree as follows:

1. NDO shall operate a Head Start Program for 74 children under the conditions as set forth in the above mentioned Grant plus the terms and conditions contained in the Contract.

2. The Parties agree to accept all children for participation within the Head Start Program without regard to gender, race, political affiliation, age, national origin or handicapping condition.

3. Certain privacy laws exist relative to student information and student records, and due to the need to maintain the privacy interests of students, the Parties agree not to discuss, divulge, disclose or disseminate the contents of any student record, nor divulge to anyone any issues or matters which could be deemed student information. Specifically, the Parties agree to be bound by the confidentiality provisions set forth in the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. Section 1232 (g).

4. This Contract shall begin on the 1st day of October 2016, and shall terminate no later than the 30th day of September, 2017.

5. Individuals who serve as teachers in the Head Start program must hold a baccalaureate, or advanced degree in early childhood education; or a baccalaureate, or advanced degree in a field related to early childhood education, with experience in teaching preschool children. Teaching assistants must hold a minimum of a preschool child development associate (CDA) as required in the Head Start Act of 2007. **Failure to**

comply with this requirement will result in the person no longer working in the Head Start program.

6. Persons employed by the Board for the Head Start Program under this Contract shall be employees of the Board, but must adhere to conditions in Paragraph 5 relating to qualifications of teaching staff. The Board shall have complete control over the hiring and firing of the employees with approval from the Head Start Policy Council. Such employees must adhere to all Board policies and procedures and in addition, are subject to the requirements set forth in the Head Start Performance Standards and the 2007 Head Start Act. The reimbursement of employees' wages, salaries, bonuses and fringe benefits by NDO to the Board out of funds allocated under this Contract to the project is a bookkeeping or administrative function only and shall not be deemed to be an employer related function. Such payments shall be made directly to the Board as set forth in Paragraphs 7 & 8 of this Contract. The Board shall pay the respective employees of the Head Start Program under this Contract.

7. Payroll reimbursement to the Board by NDO shall be as follows:

Immediately following the preparation and distribution of payroll checks, the Board will summarize on the Invoice and Progress Reports Form, the Board's actual costs for gross wages paid, employer's portion of FICA where applicable, group insurance where applicable, retirement, the estimated cost of Workmen's Compensation insurance and the estimated cost of state unemployment benefits. The Invoice and Progress Report Form must be submitted to NDO on a monthly basis. All invoices must be received by NDO on, or before, September 21, 2017.

NDO will, within ten (10) working days from the date of receipt of such Invoice and Progress Report, forward a check to the Board in payment of the costs reported as above. The Board in accepting such payment will assume full responsibility for payment of actual costs, as they occur, and the Board will receive no additional reimbursement nor will NDO receive any refunds for costs related to the period specified.

The Board will furnish individual time sheets for the related period, prior to, or at the same time Invoice and Progress Reports are forwarded to NDO.

The Parties agree that payment and reimbursement of wages shall be in accordance with applicable state and/or federal laws including but not limited to the Fair Labor Standards Act.

8. It is expressly understood and agreed that the total amount of federal funds allocated for employee expenses for the Cherokee County Head Start Program is $407,697. The following amounts are allocated to the following purposes:

a. Personnel	$281,170
b. Fringe Benefits	$126,527

The above mentioned funds are to be used for the following positions:

- 3 Teachers - 40 hours per week for 38 weeks
- 1 Teacher - 15 hours per week for 38 weeks
- 1 Curriculum Director - 35 hours per week for 50 weeks
- 3 Assistant Teachers - 40 hours per week for 38 weeks
- 1 Assistant Teacher - 8 hours per week for 38 weeks
- 2 Family Partners - 35 hours per week for 52 weeks
- 1 Administrative Assistant - 25 hours per week for 38 weeks
- 1 Cook - 30 hours per week for 37 weeks
- Substitutes as needed

9. The Board will contribute $369,336 toward the expenses of the program. Such contribution shall be in cash in the amount of $0 and/or In-Kind in the amount of $369,336. Such records and accounts deemed necessary for the accounting for In-Kind shall be maintained by NDO. Said In-Kind contribution shall consist of:

- Ralph Bunche - 11,278 sq. ft. classroom & office space @ $12.00/sq. ft. $135,336 ($11,278/month)
- Johnston Elementary - 15,600 sq. ft. classroom & complimentary space @ $15.00/sq. ft $234,000 ($19,500/month)

10. NDO shall provide bookkeeping services, technical, advisory and administrative services. Bookkeeping services shall include the reimbursement to the Board for the Head Start employees' wages, salaries, and fringe benefits from funds allocated to the Board under this Contract. Such payment shall be an administrative or bookkeeping function only and not an employer/employee related function.

11. The Board shall maintain personnel records and accounts, as are deemed necessary by NDO or the Director of ACF to assure a proper accounting of these funds. These records will be made available for audit purposes to NDO, the ACF, or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by both NDO and the Director of ACF.

The Parties agree that confidentiality of personnel records shall be maintained in accordance with state and federal laws including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

12. NDO may, from time to time, request changes in the scope of the services of the Board to be performed hereunder. Such changes including any increase or decrease in the amount of the Board's compensation, which are mutually agreed on by and between the Parties, must be incorporated in written amendments to this Contract.

13. If the Board fails to comply with its obligations under this Contract, NDO shall have the right to terminate this Contract by giving 30 days prior written notice to the Board of such termination. However, the Board will have 30 days from receipt of such notice to cure the noncompliance. In the event of termination by NDO, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Board under this Contract shall, at the option of the NDO, become its property, and the Board shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the Contract. Notwithstanding the above, the Board shall not be relieved of liability to NDO for damages sustained by NDO by virtue of any breach of the Contract by the Board and NDO may withhold any reimbursement for the purpose of set-off until such time as the exact amount of damages due NDO from the Board is agreed upon or otherwise determined.

14. The Board may terminate this Contract absolutely and without further obligation on the part of the Board at the end of the Contract year by providing 30 days written notice to NDO.

15. NDO will indemnify and save harmless the Board from any and every claim or demand of every kind or charter which may ever be asserted by reason of any injuries, illnesses, or diseases, or the effects of consequences thereof, or damage to property or person, which may arise due to the actions of NDO, its agents, servants or employees, on or off the premises occupied by NDO.

16. The Board, to the extent permitted under Georgia law and without waiving any immunities, herby agrees to indemnify and hold harmless NDO from and against any liability of damage NDO may incur, including reasonable attorney's fees, as a result of claims, demands, costs or judgments, of any kind or nature, by anyone whomsoever, arising out of, or otherwise connected with, this Contract, or the operation of any program as provided for herein.

17. The Board shall make financial and other reports as requested by NDO or the appropriate U.S. Agency, and will assist with arranging for on-site inspections by the appropriate U.S. Agency representatives at the request of either. NDO shall make financial, program progress, and other reports to the Board as requested.

Cherokee County Board of Education	Ninth District Opportunity, Inc.
BY:_____	BY: Janice A. Ruby
TITLE: School Superintendent	TITLE: Executive Director
ATTEST:_____	ATTEST: Kay Lewis
TITLE:_____	TITLE: Head Start Director

MEMORANDUM OF UNDERSTANDING
BETWEEN
NINTH DISTRICT OPPORTUNITY, INC.
AND
CHEROKEE COUNTY BOARD OF EDUCATION

This Memorandum of Understanding entered into on the 7th day of June, 2016 by and between Ninth District Opportunity, Inc. – Head Start/Pre-K and Cherokee County Board of Education for the purpose of improving the availability and the quality of services for children, ages three and four, and their families; to support children's optimal development and readiness for school entry; to address the unique strengths and needs of the local population, such as disabled, homeless, migrant, or non-English speaking families and to enhance linkages and relationships to reduce duplication of services.

Recognizing the need to provide appropriate educational and instructional services to eligible children in their respective jurisdictions, Ninth District Opportunity, Inc. and Cherokee County Board of Education wish to establish an enduring cooperative working relationship.

A. Ninth District Opportunity, Inc. – Head Start/Pre-K agrees to:

(1) Place priority on serving those children in the community who are most in need of service.
(2) Provide six dedicated Head Start slots for eligible disability children to be filled on or before ten days prior to the first day of school. More than six slots will be available providing that permission is obtained from the Head Start Director.
(3) Notify the Board of Education of enrollment vacancies.
(4) Provide screening and/or assessment information (with parental permission) as data to be considered when referring children with suspected disability to the school system.
(5) Share with the Board of Education by December 1, 2016 the number of children diagnosed with a disability and receiving services.

B. Cherokee County Board of Education agrees to:

(1) Refer eligible preschool children and their families to the Head Start/ Pre-K program.
(2) Provide training/technical assistance to Head Start/Pre-K staff working with children with disabilities
(3) Provide full and individual diagnostic evaluations and services, including all related services, to any enrolled child who is eligible for services under PL 108-446 and IDEA within the deadlines stated in such. The evaluation and eligibility determination shall be completed within 60 calendar days from the school

system's receipt of the parent's signed consent for evaluation, excluding holidays and other circumstances when students are not in attendance for at least five consecutive days.

(4) All disability services personnel provided to Head Start/Pre-K children will be provided by, or under the supervision of, personnel meeting State qualifications.

C. Ninth District Opportunity, Inc. – Head Start/Pre-K and the Cherokee County Board of Education jointly agree to:

(1) Create and maintain a meaningful partnership to promote school readiness so that preschool age children may receive comprehensive services to prepare them for elementary school and to address any potential "achievement gap."
(2) Develop successful linkages within the context of No Child Left Behind Act of 2001, the Head Start Act (2007), and Georgia legislation, policies and procedures.
(3) Conduct outreach to parents and school personnel (including special education and kindergarten teachers) to discuss the educational, developmental, and other needs of individual children. Screening, diagnostic and assessment information will be shared between the agencies with the written permission of the child's parents.
(4) Collaborate on the provision of an interagency delivery of service for each age appropriate child, when it is deemed appropriate and permissible by both agencies and the child's parents that such collaboration is in the best interest of the child.
(5) Jointly develop and implement an IEP for each child served by both agencies within 30 days of eligibility diagnosis.
(6) Establish comprehensive transition policies and procedures that support children transitioning to school, including a systematic procedure for transferring, with parental consent, Head Start/Pre-K program records for each participating child to the school in which such child will enroll.
(7) Share training and staff development activities, as appropriate, when feasible and otherwise permissible on topics such as Head Start Early Learning Outcomes Framework, Georgia Early Learning and Development Standards and Georgia Kindergarten Performance Standards, instructional methods, curricula, social and emotional development and transitioning to kindergarten.
(8) Link the services provided in the Head Start/Pre-K program with educational services, including services relating to language, literacy, and numeracy, provided by the Cherokee County Board of Education.
(9) Generate support and leverage the resources of the entire local community in order to improve school readiness.
(10) Coordinate efforts to identify and meet the needs of homeless children and families in the community as set forth in the McKinney-Vento Homeless Assistance Act.
(11) Assist parents to understand the instructional and other services (including special education services and services for children with limited English proficiency) provided by the school in which their child will enroll and encourage parental involvement in their child's academics after participation in the Head Start/Pre-K program.
(12) Collaborate in the data collection and reporting requirements of each entity.
(13) Respect the uniqueness of each locality's needs and resources.

(14) All acknowledge confidentiality requirements that each agency must follow regarding the sharing and release, with the consent of families, or personally identifiable information regarding children and families. Each agency will protect the rights of young children with respect to records and reports created, maintained, and used by public agencies. It is the intent of this agreement to ensure that parents have the rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed.

All provisions of the Memorandum of Agreement shall be construed in accordance with the laws of the State of Georgia, the policies of the Cherokee County Board of Education and in accordance with all legal and other prescribed regulatory requirements applicable to Ninth District Opportunity, Inc. – Head Start/Pre-K.

This memorandum of understanding shall be in effect as of October 1, 2016, and shall continue for the period ending September 30, 2017. This memorandum of understanding may be terminated by either party upon 60 days written notice to the other party.

Ninth District Opportunity, Inc.

Janice A. Riley 6/10/16

Janice A. Riley Date
Executive Director

Attest: Kay Laws

Cherokee County Board of Education

Dr. Brian V. Hightower Date
Superintendent

Attest: _____