Agenda Request Form

Cherokee County School District

Meeting Date	Agenda Item Number
June 15, 2017	A-9

Title

Approval of Partnership Agreement

Requested Action

Board Consideration of Superintendent's Recommendation to Approve Renewal of the Partnership Agreement with City of Canton

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 the Partnership Agreement with City of Canton.

Major System Priority

Increasing parental and community involvement

Financial Impact

N/A

Exhibits: (List)

Draft Agreement Attached

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

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 CANTON

This agreement entered into on this 1st day of July, 2017 ~~2nd day of December, 2010~~ by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board"

And

The City of Canton hereinafter referred to as "Canton."

WHEREAS, the School Board's mission is to educate the emerging generation through learning environments designed to increase the performance of all students ~~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~~; 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, the City of Canton's vision is to create a vibrant community that offers a welcoming blend of charm, progressive spirit and endless opportunities for all; and,

WHEREAS, the City of Canton is the County Seat of Cherokee County, located in the geographic center of Cherokee County, and was incorporated in 1834; and,

WHEREAS, Canton's current projections indicate continued growth for years to come and the City plans to take an aggressive and pro-active approach to deal with the anticipated growth;

Now therefore in consideration of the covenants and conditions set forth herein the parties agree as follows:

ARTICLE I

The parties agree that the foregoing recitals are true and correct and incorporated herein by reference:

ARTICLE II

The School Board will:

1. ~~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 school system facilities during local civic events and for purposes such as the utilization of facilities ~~by the Senior Activities Coordinator~~, waiving the rental fee, as detailed in the School Board's Community Use of System Facilities (KG) policy.

4. ~~Shall~~ Work to coordinate needs determinations and future school site selection with the City Manager's Office.

5. ~~Shall~~ Work to correspond the needs of future school sites with other planned City land uses, such as parks, 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

Canton'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 communicate the impact the development is anticipated to make on the school system and Canton.

8. ~~Shall~~ Grant a representative of Canton an opportunity for input, as though such representative were a staff member, at School Board meetings, so that Canton recommendations and decisions made in such meetings are routinely considered by the School Board 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).

10. ~~Shall~~ Allow the City and program participants (in Boling Park) to use parking facilities generally located behind Cherokee HS when not in use during School District activities/programs. ~~Additionally, the City may utilize the practice field established adjacent to the Cherokee HS baseball field for recreational purposes, provided such recreational leagues adhere to liability guidelines as established by the Cherokee County School District.~~

ARTICLE III

Canton will:

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

2. ~~Shall~~ Upon prior approval of the appropriate City supervisor, provide release time with pay to employees in order for them to work with and mentor principals, teachers and students to ensure that student achievement gains are recognized, particularly in the subject areas of science and math.

3. ~~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.

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

5. ~~Shall~~ Work to correspond the needs of planned City land uses, such as parks, , 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.

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 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.

7. ~~Shall~~ Develop methods to work in conjunction with the School Board in their zoning process, so that developers are routinely expected to communicate the impact the development is anticipated to make on the school system and City.

8. ~~Shall~~ Grant a representative of the school system an opportunity for input, as though such representative were a staff member, so that school system analysis and recommendations made in such meetings are routinely considered by the City in that forum, as need be.

~~9. Shall continue the Mayor's Youth Design Team and other educational programs in conjunction with School District representatives.~~

9. ~~May,~~ Subject to prior approval of the appropriate City supervisor, provide city employees, staff and elected officials as judges for the School System Science Fair, Young Authors Fair, Governors Honors, Speech Contests and other related <u>school and PTA</u> functions ~~and participants in the Principal-for-a-Day program~~.

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

11. ~~Shall~~ Work in conjunction with School District representatives (curriculum contacts) as <u>parks and trails are</u> ~~the Etowah River Greenway project is~~ developed (future outdoor classrooms, environmental education opportunities, etc.).

12. ~~Shall~~ Continue to allow the School Board use of Boling Park facilities during school district-sponsored events and for purposes such as utilization of these facilities by Cherokee HS athletic teams, as well as Cherokee HS booster clubs, waiving rental fees and deposits, as detailed in the City of Canton Special Event Policy. ~~The Cherokee HS softball team shall be granted first right of refusal relative to the use of the softball field at Boling Park. All improvements to the softball field in Boling Park shall be the responsibility of Cherokee HS and the Cherokee HS Softball booster club.~~ In the event the park or any part thereof is damaged or destroyed by any cause whatsoever during School Board's use, School Board agrees to promptly commence and diligently pursue completion of necessary repairs, replacement or restoration of the damaged property or facilities. School Board agrees to pay the cost of repair and/or replacement of any and all damage of whatever origin or nature which occurs during the period of its use and to restore the property or facilities affected by School Board's use to a condition equal to that at the time the use went into effect. Canton will provide to the School Board detailed billing and accounting when such repair, replacement or restoration is complete.

13. Allow use across and through property generally located behind Cherokee HS for the purposes of ingress/egress to parking areas located on School Board property (improving by establishing second access to parking area). Additionally, allow use of parking spaces adjacent to Cherokee HS for student parking during school hours, provided that such spaces are behind a painted blue-line and that Cherokee HS and the CCSD Police be responsible for enforcing all school rules and state laws for such use of the premises during said hours. The City Manager and a representative of Cherokee HS or CCSD shall review all parking plans and dismissal plans for said lot prior to the start of each school year. Property in question is owned by the Army Corps of Engineers and leased to City of Canton.

<u>14. Allow use of the lower fields at Boling Park for Cherokee HS marching band practice during specified posted hours, provided fourteen (14) days in advance of the start of such practice season to the City of Canton; Cherokee HS may paint the fields, as needed for practice. Property in question is owned by the Army Corps of Engineers and leased to City of Canton.</u>

<u>15. Allow use of the Boling Park tennis courts for Cherokee HS team practice during specified posted hours from mid-January through April, provided through thirty (30) days advance notice to the City of Canton; Cherokee HS may make improvements to the courts.</u>

Property in question is owned by the Army Corps of Engineers and leased to City of Canton.

16. Continue to assist with traffic control for the Cherokee HS Homecoming Parade through the city.

17. Notify CCSD and schools served by Canton's water system whenever "boil water" advisories are in effect.

18. Communicate with CCSD officials prior to the first week of school to address any traffic flow concerns.

19. Provide senior project mentors and internship opportunities to qualified high school seniors with preference given to assistance of those seniors that are students at Cherokee HS.

20. Continue to recognize outstanding educators and students (i.e., Teacher of the Year, STAR Student and Teacher, etc.) from schools within the Canton city limits at Canton City Council meetings.

21. Continue to provide Canton public safety vehicles for exhibit at schools during special programs upon request.

22. Provide CCSD schools within City limits special use of the Canton Theatre to include complimentary field trips and the opportunity to stage school performances there.

23. Continue to provide opportunities to partner with school through the Canton Police Department's Explorers program.

24. 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, Canton must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is July 1, 2017 through June 30, 2018 ~~December 2, 2010 through December 1, 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 City Manager of Canton, at 151 Elizabeth Street, Canton, Georgia 30114.

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

CITY OF CANTON

_____

By: Gene Hobgood, Mayor

_____

By: Billy Peppers, City Manager

Approved as to form:

_____

Robert Dyer, Esquire

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