Cherokee County School District

AGENDA

School Board Meeting

Dr. Frank R. Petruzielo Educational Services Facility

7:00 p.m.

July 20, 2023

- Call to Order
- Pledge of Allegiance/Inspiration
- Adoption of Superintendent's Recommended Agenda for July 20, 2023 School Board Meeting
- Approval of Minutes of the June 7 and June 15, 2023 Public Hearings on the FY2024 Budget and Minutes of the June 15, 2023 School Board Meeting
- Approval of Consent Agenda for July 20, 2023 School Board Meeting

A. Resolutions/Recognition

1. School Board Recognition of River Ridge HS Coach Jason Taylor -- Cherokee County School District 2023 Coach of the Year

2. School Board Consideration of Superintendent's Recommendation to Approve the New Partnership Agreement with Allatoona Rowing Association, Inc., and to Approve the Renewal of the Partnership Agreement with Cherokee County Special Olympics.

B. School Board Member

1. School Board Approval of CCSD Administrative Procedures Regarding Expected Behavior and Decorum of Visitors to Meetings

C. School Board Policies

1. School Board Consideration of Superintendent's Recommendation for Approval of School Board Policies - - on Final Reading

D. Financial Management

1. School Board Consideration of Superintendent's Recommendation for Approval of Authorized School Fund-Raising Activities for SY2023-24

E. Curriculum and Instruction

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

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

F. Support Services

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

2. School Board Consideration of Superintendent's Recommendation for Approval of State-Required GADOE Site Approval Application for the Woodstock HS Classroom Addition Project

G. Human Resources

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

H. School Board Attorney

1. School Board Consideration for Approval of School Board Attorney's Recommended Plan for SY2023-24 Local School Board Governance Training

I. Superintendent of Schools

1. School Board Consideration of Superintendent's Recommendation for Approval of the Memorandum of Understanding (MOU) and Special Lease Agreement with Mountain Education Center (Formerly Mountain Education Charter High School)

- **Public Participation**

- **Executive Session**
  -Personnel Matter

- **Adjournment**

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Wednesday, June 7, 2023

MINUTES OF PUBLIC HEARING ON 2023-24 BUDGET
11:30 a.m.

The Cherokee County Board of Education conducted a public hearing on the Superintendent's Recommended FY2024 Budget. School Board Vice-Chair Robert Rechsteiner called the meeting to order at 11:30 a.m. on Wednesday, June 7, 2023, in the School Board Auditorium at the Dr. Frank R. Petruzielo Educational Services Facility, 1205 Bluffs Parkway, Canton, Georgia. Present: School Board Members, Dr. Susan Padgett-Harrison and Kelly Poole. Superintendent Dr. Brian V. Hightower.

No members of the public registered to address the Board regarding the budget. School Board Vice-Chair Robert Rechsteiner explained the purpose of the public hearing. Dr. Hightower shared that the proposed millage rate, which is the same rate as the previous year, was necessary due to increased employee benefit costs, needed facility repairs/renovations, and essential textbook adoption.

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

_____ _____

School Board Chair Secretary

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Thursday, June 15, 2023

MINUTES OF PUBLIC HEARING ON 2023-24 BUDGET
11:30 a.m.

The Cherokee County Board of Education conducted a public hearing on the Superintendent's Recommended FY2024 Budget. School Board Chair Kyla Cromer called the meeting to order at 11:30 a.m. on Thursday, June 15, 2023, in the School Board Auditorium at the Dr. Frank R. Petruzielo Educational Services Facility, 1205 Bluffs Parkway, Canton, Georgia. Present: School Board Members, Dr. Susan Padgett-Harrison and Kelly Poole; Superintendent Dr. Brian V. Hightower.

School Board Chair Kyla Cromer explained the purpose of the public hearing and stated that the public could also sign up to speak at the subsequent hearing at 6:30 p.m. Thursday, June 15, 2023, or when the agenda item is considered at the Board's meeting at 7:00 p.m. on Thursday, June 15, 2023. The Superintendent recognized that stakeholders may see increased tax bills due to higher property values caused by increased home prices. Dr. Hightower shared that the proposed millage rate, which is the same rate as the previous year, was necessary due to increased employee benefit costs, needed facility repairs/renovations, and essential textbook adoption. Chief Financial Officer Kenneth Owen highlighted details in the FY2024 budget posted online.

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

The public hearing adjourned at 12:13 p.m.

_____ _____

School Board Chair Secretary

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Thursday, June 15, 2023

MINUTES OF PUBLIC HEARING ON 2023-24 BUDGET
6:30 p.m.

The Cherokee County Board of Education conducted a public hearing on the Superintendent's Recommended FY2024 Budget. School Board Chair Kyla Cromer called the meeting to order at 6:30 p.m. on Thursday, June 15, 2023, in the School Board Auditorium at the Dr. Frank R. Petruzielo Educational Services Facility, 1205 Bluffs Parkway, Canton, Georgia. Present were: Vice-Chair Robert Rechsteiner; School Board Members John Harmon, Dr. Susan Padgett-Harrison, Kelly Poole and Erin Ragsdale; Superintendent Dr. Brian V. Hightower; and Board Attorney Abby Roach.

School Board Chair Kyla Cromer explained the purpose of the public hearing and stated that the public could also sign up to speak when the agenda item is considered at the Board's meeting at 7:00 p.m. on Thursday, June 15, 2023. Dr. Hightower shared that the proposed millage rate, which is the same rate as the previous year, was necessary due to increased employee benefit costs, needed facility repairs/renovations, and essential textbook adoption. Chief Financial Officer Kenneth Owen highlighted details in the FY2024 budget posted online.

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

The public hearing was adjourned at 6:53 p.m.

_____ _____

School Board Chair Secretary

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Thursday, June 15, 2023

MINUTES OF REGULAR BOARD MEETING
7:00 p.m.

The Cherokee County Board of Education called its regular meeting to order at 7:00 p.m. on Thursday, June 15, 2023, in the Dr. Frank R. Petruzielo Educational Services Facility, 1205 Bluffs Parkway, Canton, Georgia. The meeting was conducted in person and available to the public via live Internet streaming. Present were: School Board Chair Kyla Cromer; Vice-Chair Robert Rechsteiner; Members John Harmon, Dr. Susan Padgett-Harrison, Kelly Poole and Erin Ragsdale. Superintendent Dr. Brian V. Hightower; and Attorney Abby Roach. School Board Member Patsy Jordan was not in attendance.

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 School Board Member Dr. Susan Padgett-Harrison.

The meeting's inspiration was shared by Kelly Poole.

Approval of Agenda

On a motion by Dr. Susan Padgett-Harrison seconded by Erin Ragsdale and carried, the Board unanimously adopted the Superintendent's recommended agenda *(6-0 vote)*.

Minutes for Approval

On a motion by Kelly Poole seconded by John Harmon and carried, the Board approved the minutes from the May 18, 2023 School Board Meeting *(6-0 vote)*.

Consent Agenda

Following the identification of those agenda items, Board Members and members of the public indicated they would like considered separately, a motion was made by Dr. Susan Padgett-Harrison seconded by Robert Rechsteiner and carried, to approve the Consent Agenda, for the remaining items - identified by asterisks *(6-0 vote)*.

A. RESOLUTIONS/RECOGNITIONS/PARTNERSHIPS

A-1. School Board Recognition of River Ridge High School as the Top Performing High School by Blood Assurance

(Recognized)

A-2. School Board Recognition of Georgia High School Association State and Regional Champions

(Recognized)

A-3. School Board Recognition of CCSD Student Athletes -- Honored as Positive Athlete State Winner, Regional Winners and Scholarship Winners

(Recognized)

A-4. School Board Recognition of CCSD Student Rachel Lathem -- Recipient of the SY2022-23 Judy Johnson Memorial Scholarship

(Recognized)

A-5. School Board Recognition of i-Grad Virtual Academy senior Kaliyah Thompson -- 2023 ABM Industry Group, LLC Scholarship Recipient

(Recognized)

***A-6. School Board Consideration of Superintendent's Recommendation to Approve the Renewal of Partnership Agreement with Cherokee County 4-H Program and to Approve the New Partnership Agreement with Winship Cancer Institute of Emory University**

(Approved)

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

School Board Member Comments:

- Inquired about Milestone scores and timeline to review districtwide scores.
- Discussion surrounding the GSBA summer conference workshop and opportunities to perfect current best practices and protocols.

C. SCHOOL BOARD POLICIES

***C-1. School Board Consideration of Superintendent's Recommendation for Approval of School Board Policies - - on First Reading**

(Approved)

D. FINANCIAL MANAGEMENT

***D-1. School Board Consideration of Superintendent's Recommendation for Approval of May 2023 Financial Report and Sales Tax Update**

(Approved)

E. CURRICULUM AND INSTRUCTION

***E-1. School Board Consideration of Superintendent's Recommendation for Approval of Local Plan for Improvement of Career, Technical and Agricultural Education/One-Year Funding Application for FY2024**

(Approved)

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

(Approved)

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

(Approved)

F. SUPPORT SERVICES

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

(Approved)

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

(Approved)

G. HUMAN RESOURCES

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

(Approved)

H. SCHOOL BOARD ATTORNEY

***H-1. School Board Consideration of Superintendent's Recommendation for Approval of SY2023-24 Tribunal Hearing Panel Appointments for Certificated Personnel Recommended for Employment Contract Termination or Suspension**

(Approved)

***H-2. School Board Consideration of Superintendent's Recommendation for Approval of SY2023-24 Tribunal Panel Appointments for Student Disciplinary Hearings**

(Approved)

I. SUPERINTENDENT OF SCHOOLS

I-1. School Board Consideration of Superintendent's Recommended FY2024 Tentative Budget and Ad Valorem Property Tax Rate

At the request of the School Board Chair, the Superintendent outlined details from the FY2024 budget.

Motion was made by Kelly Poole, seconded by Dr. Susan Padgett-Harrison, and carried for approval of the FY2024 Tentative Budget and Ad Valorem Tax Millage Rate (6-0 Vote)

(Approved)

Superintendent's Comments:

- Recognized the SY2023-24 appointment of Kelly Flatt, Assistant Principal, Etowah High School and Jason Meade, Assistant Principal, Sequoyah High School.

Informational Items:

- The Superintendent highlighted the following items, which gave an overview of the district and school staffs' goals and successes in accomplishing the School Board Members' budget priorities:
    - 2023 Spring Scorecard
    - CCSD School "Wins"
    - International Welcome Center
    - Executive Function Report

PUBLIC PARTICIPATION

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

ADJOURNMENT

Motion was made by Kelly Poole, seconded by John Harmon and carried to adjourn to Executive Session to discuss a Real Estate Matter *(O.C.G.A. Section 50-14-3 (4))* at 7:53 p.m. *(6-0 vote)*.

The School Board returned to Open Session at 8:16 p.m.

Motion was made by Kelly Poole, seconded by Robert Rechsteiner and carried to authorize the Superintendent and staff to pursue the purchase of property (hereby designated as #01-23) at an undisclosed location and price *(6-0 vote)*.

The School Board adjourned at 8:17 p.m.

_____ _____

School Board Chair Secretary

CHEROKEE COUNTY BOARD OF EDUCATION

AFFIDAVIT

The undersigned members of the Cherokee County Board of Education, under oath, certify that an Executive Session of the Board of Education was duly called and approved by majority vote in open session in accordance with O.C.G.A. §50-14-4 on Thursday June 15 2023. The only matter(s) considered or discussed during the closed executive session of its meeting is/are as checked below:

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

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

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

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

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

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

This 15th day of June, 2023.

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

Notary Public
My Commission Expires: 06.08.2026

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

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 20, 2023	A-1

Title

Recognition of River Ridge HS Coach Jason Taylor -- Cherokee County School District 2023 Coach of the Year

Requested Action

School Board Recognition of River Ridge HS Coach Jason Taylor -- Cherokee County School District 2023 Coach of the Year

Summary Explanation and Background

The Cherokee County School District, in recognition of a very talented and dedicated group of coaches, announced River Ridge Innovation Zone and River Ridge High School girls basketball coach, Jason Taylor as 2023 Coach of the Year!

The awards program begins with the selection of a top coach for each CCSD Innovation Zone, and those coaches then are considered for the CCSD honor. The judges select the CCSD winner based on outstanding leadership, tradition of excellence and contributions to overall school culture and community.

Under Coach Taylor's leadership, the Lady Knights were State Champions for the 2022-23 season, and have won the region for the past three seasons, advancing to the Elite 8 in 2021-22 and the Final 4 in 2020-21. Coach Tyler was honored with the Region 6 AAAAAA Coach of the Year title for the past season and, for the previous two seasons, earned the title for Region 7 AAAAAA. In addition to coaching girls basketball since 2009, he also has served as head coach for girls and boys cross-country and boys track and as an assistant football coach during his tenure at River Ridge. He previously coached basketball, cross-country and track at Woodstock HS.

Priority Area

Positive Culture and Climate; Quality Workforce

Financial Impact

N/A

Exhibits: (List)

N/A

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Dr. Debra Murdock	770.479.1871

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 20, 2023	A-2

Title

Approval of New Partnership Agreement with Allatoona Rowing Association, Inc., and Renewal of Partnership Agreement with Cherokee County Special Olympics.

Requested Action

School Board Consideration of Superintendent's Recommendation to Approve the New Partnership Agreement with Allatoona Rowing Association, Inc., and to Approve the Renewal of the Partnership Agreement with Cherokee County Special Olympics.

Summary Explanation and Background

One of the School Board's Blueprint 2020-24 Five Priority Areas is increasing meaningful family, partner and community engagement. We believe the meaningful connections we forge with students, families and community partners positively influence how we teach, lead and prepare graduates for success in a knowledge-based, technology rich and culturally diverse world.

The School Board is requested to consider the Superintendent's recommendation to approve the partnership agreements with Allatoona Rowing Association, Inc., and Cherokee County Special Olympics.

Priority Area

Family, Partner and Community Engagement

Financial Impact

N/A

Exhibits: (List)

Partnership Agreements

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Barbara Jacoby	770.479.1871

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

ALLATOONA ROWING ASSOCIATION, INC.

This agreement entered into on this 20th day of July, 2023 by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board" and Allatoona Rowing Association, Inc., hereinafter referred to as "ARA."

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 District's Priority Areas is Family, Partner and Community Engagement; and,

WHEREAS, ARA's mission is to build and support an inclusive rowing community that is accessible to all young people; and,

WHEREAS, ARA serves as a partner in promoting life-long fitness activities through an introduction to the sport of rowing; and,

WHEREAS, ARA is committed to leveraging the strength of an entire community to benefit youth in Cherokee County.

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. Implement Erg Ed: Rowing in the Classroom as a new unit of study in middle school PE classes.

2. Provide the location for Erg Ed training by ARA for CCSD middle school PE teachers.

3. Promote, through existing communication channels as permitted by School Board policy, student participation in ARA Learn to Row days, rowing lessons, nationwide contests and other extra-curricular activities available to interested students.

4. Coordinate transportation of Erg Ed equipment among CCSD middle schools.

5. Explore/pursue joint grant opportunities in both parties' best interest.

ARTICLE III

ARA will:

1. Provide free Learn to Row classes at Lake Allatoona to PE teachers to support rowing instruction in their classes.

2. Provide free Erg Ed: Rowing in the Classroom curriculum and equipment training for middle school PE teachers.

3. Provide support with set-up, repairs and maintenance of Erg Ed rowing machines, as needed.

4. Explore/pursue joint grant opportunities in both parties' best interest.

5. 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, ARA must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is July 20, 2023 through July 20, 2024. This contract shall automatically renew for additional terms not to exceed five years unless either party notifies the other at least 60 days prior to renewal date.

ARTICLE V

This contract may be terminated by either party upon thirty (30) days written notice to the other party with or without cause. All notice of this contract shall be given to the Superintendent of Cherokee County Schools at PO Box 769, Canton, Georgia 30169, and to Allatoona Rowing Association, Inc., 405 Woodbrook Court, Canton, GA 30114.

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

ALLATOONA ROWING ASSOCIATION, INC.

_____

By: Ann Day Carey, Director and Head Coach

THE CHEROKEE COUNTY BOARD OF EDUCATION

_____

By: Kyla Cromer, Chairman

_____

By: Dr. Brian V. Hightower

Superintendent of Schools

Approved as to form:

_____

Abby Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

CHEROKEE COUNTY SPECIAL OLYMPICS

This agreement entered into on this 20th day of July, 20~~17~~23, by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board" and Cherokee County Special Olympics, hereinafter referred to as the "Special Olympics."

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

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

WHEREAS, Special Olympics' mission is to provide year-round sports training and athletic competition in a variety of Olympic-type sports for all children and adults with intellectual disabilities, giving them the opportunities to develop physical fitness, demonstrate courage, experience joy, and participate in the sharing of gifts, skills, and friendship with their families other Special Olympic athletes, and the community; and,

WHEREAS, Special Olympics' goal is to help bring persons with intellectual disabilities into the larger society under conditions whereby they are accepted, respected, and given the chance to become ~~useful~~ valuable and productive citizens.

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

ARTICLE I

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

ARTICLE II

The School Board will:

1. Provide the use of buses for transportation for student-athletes to attend selected weekend events as specified by both parties (day trips and overnights), as well as bus transportation to the Annual ~~Special Olympics~~ Awareness ~~Day Event~~ Games.

2. Provide a school system contact for purposes of coordinating/facilitating activities relative to the Annual ~~Special Olympics~~ Awareness ~~Day Event~~ Games.

~~3. Coordinate special needs testing with organizers of Special Olympics.~~

4. Provide the use of available school facilities (playing fields, gymnasium and ice machine) for selected weekday evening and weekend practices.

5. Continue the countywide payroll deduction fundraiser.

6. Provide authorized leave for ~~two~~ three county personnel for the Georgia Special Olympics State Games (Fall Games, Indoor Winter Games, State Summer Games, and Bowling Tournament) and official Special Olympics Georgia certification trainings.

7. Provide use of a high school track, concession stand (including ice machine) and sound system for the Annual ~~Special Olympics~~ Awareness ~~Day Event~~ Games.

8. Provide access to business partners to assist with costs for items during the Annual Awareness Games.

9. Provide use of a school cafeteria and ice machine for the Seasonal Sports Banquets.

10. Provide a mailbox, paper, copying and faxing arrangements for information distribution to schools and athletes.

11. Provide an appropriate storage area and permanent meeting space as determined by the school system.

12. Provide a field trip release form for student-athletes and Unified Partners participating in accredited Special Olympics Events that take place during the school day.

ARTICLE III

Special Olympics will:

1. Conduct an interview with the principal of each aforementioned facility prior to and after the use of the facility.

2. Abide by the rules and regulations contained in the facility use contract at each facility and those contained in the Community Use of System Facilities Policy (KG)~~.~~

3. Continue to serve over 300 athletes in the Cherokee County School District by providing t-shirts and ribbons for placing in events.

4. Continue to pay all registration fees and for lodging and meals, as necessary, for registered athletes.

5. Submit an agenda, schedule, approximate mileage and driver times for trips when school buses are used to the Assistant Superintendent, School Operations and Transportation Department. All field trips/athletic regulations will be followed.

6. Accept all children/interested participants for participation within its programs without regard to their gender, race, political affiliation, age, national origin, disabling 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, Special Olympics must adhere to all local, State or Federal laws regarding education.

7. Provide student-athletes with opportunities to earn varsity letters from their respective high schools.

8. Provide extra-curricular athletics opportunities and inclusive sports opportunities for students with intellectual disabilities and cognitive delays.

9. <u>Reimburse CCSD for the substitute costs for additional CCSD staff who elect to participate in Special Olympics events during the school year.</u>

ARTICLE IV

The term of this contract is ~~July 15, 2017 through July 15, 2018~~ July 20, 2023 through July 20, 2024. This contract shall automatically renew for additional terms not to exceed five years unless either party notifies the other at least 60 days prior to renewal date.

ARTICLE V

This contract may be terminated by either party upon thirty (30) days written notice to the other party with or without cause. All notice of this contract shall be given to the Superintendent of Cherokee County Schools at ~~110 Academy Street~~ PO Box 769, Canton, GA 3011~~4~~69, and to the Coordinator of Cherokee County Special Olympics.

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

CHEROKEE COUNTY SPECIAL OLYMPICS

_____
By: Ben Farist, Coordinator

THE CHEROKEE COUNTY BOARD OF EDUCATION

_____
By: Kyla Cromer, Chairman

_____
By: Dr. Brian V. Hightower
Superintendent of Schools

Approved as to form:

_____
Abby Roach, Esquire

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 20, 2023	B-1

Title

CCSD Administrative Procedures Regarding Expected Behavior and Decorum of Visitors to Meetings

Requested Action

School Board Approval of CCSD Administrative Procedures Regarding Expected Behavior and Decorum of Visitors to Meetings

Summary Explanation and Background

O.C.G.A. § 20-2-58 (c) 3-5, which was created by Senate Bill 588 (2022), required that by October 1, 2022, and by August 1 each year thereafter, each local board of education in Georgia adopt rules of conduct for public meetings and publish these rules of conduct in a prominent manner on its website. These rules must include provisions for the removal of members of the public for disrupting public meetings.

The School Board previously approved these rules in September 2022 and again when the associated policy was modified in April 2023.

The attached administrative procedures reflect application of the statute, and upon approval by the School Board, will be posted with School Board Policy (BCBI) Public Participation in Board Meetings on the School District's website.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

Administrative Procedures

Source of Additional Information

Kyla Cromer, School Board Chair 770.479.1871
Abby Roach, School Board Attorney 770.479.1406

CCSD Administrative Procedures Regarding Expected Behavior and Decorum of Visitors to Meetings

Pursuant to the School Board's Public Participation at School Board Meetings Policy (BCBI) these administrative guidelines are to be utilized by CCSD staff in policy application:

The Cherokee County Board of Education, pursuant to State law, conducts monthly public business meetings during which there is a public participation segment and opportunity for the public to address the School Board relative to business agenda items. While these monthly meetings are open to the public, they are not meetings with the public. In this public setting, comments from the audience are confined to the individuals who signed up to speak during the time designated for citizens to address the Board.

This School District is committed to ensuring the safety and well-being of everyone attending meetings of the School Board. As part of this commitment, CCSD continues to implement safety and security measures. Meeting attendees will pass through a metal detector and a security screening prior to entering the meeting. Meeting attendees are encouraged to arrive early to provide ample time to go through the security check-in and find seating prior to the beginning of the meeting.

Below you will find information about expected behavior and decorum of visitors as well as consequences for those who choose to disrupt proceedings:

- Visitors should silence their cell phones and electronic devices before the meeting begins.
- Visitors and speakers should not bring signs and posters into the building.
- Only the speakers who signed up to participate in the meeting will address the Board (Policy BCBI). The topic addressed must be identical to the one submitted CCSD Public Participation Speaker Sign-up Form. Speakers should not expect School Board Members to respond at this meeting to public comments or questions.
- Those in attendance should extend courtesy to School Board Members and to all speakers by listening respectfully and by refraining from making comments or sounds while others are speaking.
- Those in attendance must comply with the School Board Policy BCBI. Disruptive comments and conduct that interfere with the conduct of official business are prohibited.
- Any individual causing an actual disruption is subject to removal from the meeting as permitted by OCGA § 20-2-58.

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 20, 2023	C-1

Title

Superintendent's Recommendation for Approval of School Board Policies - - on Final Reading

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of School Board Policies - - on Final Reading

Summary Explanation and Background

As part of this year's Policy review process, an annual staff and legal review of School Board Policies was conducted to ensure continued alignment with State and Federal Laws/regulations. As a result, the School Board Attorney has recommended modifications to Board Policy - - Complaints (KN) in order to clarify the general complaint policy and procedure.

Additionally, the Board Chair has requested a minor revision to Board Policy - - Board Meetings (BCBD) to more accurately reflect the operations and conduct of School Board meetings after the recent revision to Board Policy - - Public Participation at School Board Meetings (BCBI).

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

Policy KN and BCBD

Source of Additional Information

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

The Cherokee County Board of Education welcomes constructive criticism from its community and other stakeholders when it is motivated by a sincere desire to improve the quality of the educational program or to equip the schools to do their tasks more effectively.

The School District believes that complaints and grievances are best handled and resolved as close to their origin as possible. Therefore, the proper channeling of complaints other than those involving instruction, discipline, or learning materials will be as follows:

1. Teacher
2. Principal
3. Office of School Operations
4. Superintendent
~~5. School Board Members~~

Any complaint about school personnel ~~shall~~ will always be referred back through proper administrative channels. ~~before it is presented to the School Board for consideration and action.~~

When a complaint is made directly to an individual School Board member, ~~the procedure outlined below will be followed:~~

~~1. The~~ the School Board member will request the person making the complaint to reduce the complaint to writing and transmit or deliver the written complaint to the Superintendent.

~~2. If, at any time, the person making a written complaint feels that he/she has not been given a satisfactory reply from the school, the person is advised to consult with the Office of School Operations and then the Superintendent and, if still not satisfied, to request of the Superintendent a hearing before the School Board.~~

~~If the matter is brought before the School Board, the School Board will arrange a hearing at a regular or special meeting called by the School Board.~~

ADOPTED: August 2, 2001
REVISED: ~~July 18, 2019~~ June 15, 2023

Cherokee County Board of Education

At all regular meetings of the Cherokee County Board of Education, the following order of business is observed unless the regular order of business is suspended by the majority vote of the members present:

This order of business will include the following:

- Pledge of Allegiance
- Inspiration
- Agenda Approval
- Previous Meeting Minutes Approval
- Consent Agenda Approval
  Agenda Items:
  - Resolutions/Recognitions/Partnerships
  - Public Participation
  - School Board Members' Items
  - School Board Policies
  - Financial Management
  - Curriculum and Instruction
  - Support Services
  - Human Resources
  - Attorney
  - Superintendent of Schools
- Adjournment
- Executive Session (if necessary)

In conjunction with the Board Chair, the Superintendent will prepare a proposed agenda for all meetings of the School Board. In doing so, the Superintendent will meet with an Ad Hoc Agenda Preparation Group, which has been established by the Superintendent prior to the meeting date.

1. A School Board member may submit in writing to the Superintendent a request for inclusion of an agenda item for School Board consideration.

2. The Superintendent will immediately copy such request to all School Board members.

3. The item will be placed on the agenda for discussion at the next School Board meeting, provided that it is submitted to the Superintendent on or before noon, one week prior to the School Board meeting.

4. If not withdrawn by the School Board member who submitted it, the item will be placed on the agenda for the next School Board meeting as a "B" item for action by the School Board.

5. The School Board will invite the Superintendent to make a recommendation for approval, modification or rejection when Policies are submitted to the School Board for consideration.

The agenda, together with supporting materials, will be distributed to School Board members and the public sufficiently prior to the School Board meeting to permit them to give items of business careful consideration. When an agenda item requests a specific expenditure of School District funds, that cost will be noted; otherwise, including circumstances in which associated costs are not borne by the School District, financial impact will be noted as N/A; in any event, all School District expenditures will continue to be governed by the Annual Operating Budget Policy.

Once the School Board Chair has called a meeting to order, he/she will ask the School Board members~~, and then visitors present,~~ if there are any questions regarding agenda items. In the event an agenda item is questioned by a School Board member or a visitor has signed up to address an agenda item pursuant to School Board Policy BCBI, the item will be addressed individually in order to allow questions or comments prior to a vote. All other unquestioned agenda items may be approved by the School Board on consent.

Special School Board Meetings

Special School Board meetings may be called by the Board Chair and Superintendent of Schools upon 24 hours' notice to the School Board membership or upon written request of two-thirds of the School Board members.

Requests by patrons for special meetings to reconsider a decision previously made by the School Board will be submitted in writing stating the complete case in opposition to the decision. The Superintendent and Board Chair will review the statement for the purpose of deciding for or against calling a special meeting.

For special called meetings, a notice will be posted at the regular place of meeting giving 24 hours' notice of the meeting and the media will be notified.

In an emergency, the School Board may meet without a 24-hour notice and will record the reasons for the emergency and the nature of the notice in the minutes. Notice of the said meeting will be provided to the media as soon as practicable.

Rules of Order

The current edition of Robert's Rules of Order will be the official guide to the conduct of School Board meetings.

Voting Method

Voting at all meetings of the School Board will be by voice vote, roll call vote, show of hands, or in the case of Vice-Chair election, by ballot unless otherwise established by majority vote of the School Board and duly recorded in the minutes.

Board Meeting Minutes

The Superintendent of Schools will serve as Secretary of the Board. The School Board Secretary or his designee will keep complete records of meetings of the School Board. The minutes will include a record of all actions taken by the School Board and resolutions and motions in full, and the names of members making and seconding them. Reports and documents relating to a formal motion may be omitted if they are referred to and identified by title and date.

Once approved by the School Board, the minutes will become permanent records of the School Board and will be in the custody of the Superintendent.

ADOPTED: August 2, 2001
REVISED: ~~July 16, 2020~~ June 15, 2023

Cherokee County Board of Education

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 20, 2023	D-1

Title

SY2023-24 Proposed School Fund-Raising Activities List

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Authorized School Fund-Raising Activities for SY2023-24

Summary Explanation and Background

Cherokee County School District Policy regarding Solicitations (JK) requires all school-sponsored and/or student participation in fund-raising activities to be approved in advance by the School Board and to conform to the Policies of the State Board of Education. As such, the Superintendent and staff have developed the attached inclusive list of annual fund-raising projects and activities to be pre-authorized by the School Board for SY2023-24.

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

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

SY2023-24 Proposed School Fund-Raising Activities List

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Kenneth Owen	770.479.1871

CHEROKEE COUNTY SCHOOL DISTRICT ◆ BOARD OF EDUCATION-PROPOSED
2023-24 SCHOOL FUND-RAISING ACTIVITIES

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

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

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

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

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

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

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

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

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

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

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

Notes:

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

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

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 20, 2023	E-1

Title

Out of State Travel Request

Requested Action

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

Summary Explanation and Background

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

Priority Area

Quality Workforce

Financial Impact

See Legend on Attached Out of State Travel Requests

Exhibits: (List)

Attached Out of State Travel Requests

Source of Additional Information

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

OUT OF STATE TRAVEL REQUESTS

Name	School	Dates	Reason	Place	Cost
Dr. Nicole H. Holmes, Chief Academic Officer	Division of Curriculum and Instruction	09.27.23 – 09.29.23	*To attend 2023 Annual PLC+ Conference*	Seattle, WA	$2,271 ●
Dr. Keith A. Bryant, Executive Director					$1,953 ●
Dr. Julie Dutko, Supervisor					$2,271 ●

Legend

● - Local Funds, FY2023-24

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 20, 2023	E-2

Title

Out of State and Overnight Field Trips

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of Out of State and Overnight Field Trips

Summary Explanation and Background

See Attached List of Field Trips

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

See Attachment

Source of Additional Information

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

ATTACHMENT: OVERNIGHT AND OUT-OF-STATE FIELD TRIPS

I. Curriculum-Based Trips

School	Grade	Date	Destination	Reason/Nature
Mill Creek MS	8	03.29.25 – 04.06.25	Belize City, Punta Gorda, Cayo Region, Belize	Mill Creek MS 8th Grade students will study ecosystems and human impact through STEM learning experiences.
Creekview HS	9 – 12	06.01.24 – 06.11.24	Frankfurt, Munich, Germany; Venice, Italy; Lucerne, Switzerland	World History students will experience culture and tour historical sites.
River Ridge HS	9 – 12	12.04.24 – 12.07.24	New York, NY	River Ridge Drama Club students will attend Broadway shows and acting workshops.
Woodstock HS	9 – 12	06.06.25 – 06.12.25	Iceland	Woodstock HS students will experience culture and tour historic sites.

II. Student Activities/Athletic-Based Trips

School	Grade	Date	Destination	Reason/Nature
Sequoyah HS	9 – 12	08.25.23 – 08.27.23	Copperhill, TN	The Sequoyah HS JROTC is traveling to Copperhill, TN to support JROTC curriculum.

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 20, 2023	F - 1

Title

Monthly Update on Capital Outlay Projects

Requested Action

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

Summary Explanation and Background

See the attached report from the Chief Support Services Officer regarding the status of the current Capital Outlay Projects

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

See Attachment

Source of Additional Information

Trey Moores	770.479.1871
Ken Godfrey	770.479.1871

Cherokee County School District

DATE: 11 July 2023

TO: Dr. Brian V. Hightower
Superintendent of Schools

FROM: Trey Moores
Chief Support Services Officer

SUBJECT: Construction Status Reports

The Office of Capital Improvements (OCI) staff has reviewed the architect's monthly status report on the current construction projects. A summary of the progress for each project is shown below:

Cherokee HS Replacement ~ Site Package

- The retaining wall in section G is complete.
- The retaining walls in sections A, D and D2 are anticipated to be complete within the next week and construction of the wall in section B is underway.
- Installation of the storm drain and underground detention, along with sewer is ongoing.
- While grading continues, the site contractor is on schedule to deliver the building pad of the main academic building to the general contractor at the end of the second week in August.

Cherokee HS Replacement ~ Building Package

- A coordination meeting between the site and general contractor ("GC") has been conducted.
- A coordination meeting with the GC and Georgia Power has been conducted to develop plans for the utility infrastructure and securing related long-lead items.
- Perimeter fencing around the site has been installed.
- The GC continues submitting long-lead item submittals for review and approval.
- The GC plans to mobilize the site in mid-August.

Creekland MS ~ Creekview HS Parking and Driveway Improvements

- Detention ponds have been cleared and modified.
- Curbing is underway at both schools.
- The parking area has been cut and excess soil has been removed.
- The parking area has been proof rolled.
- Underground detention has begun.

1205 Bluffs Parkway
Canton, Georgia 30114
770.479.1871
www.cherokeek12.net

Free Home ES Replacement

- Footings in area A, B, & E have been poured.
- Underground plumbing has begun.
- Kitchen underground plumbing rough-in is in progress.
- CMU (concrete block) for exterior walls has begun.
- Perimeter clearing and grubbing is underway.

Sequoyah HS Family and Consumer Science Lab Modernization

- Painting and flooring have been completed.
- Work above ceiling is finished and has been prepped for technology.
- Cabinetry and casework installation has begun.
- Appliance installation is scheduled for July 17th.
- This project is on schedule for completion for July 21st.



TM

TM/KG:mm
Attachments



North Facing Retaining Wall (Rear of School)



South Facing Retaining Wall (Rear School Entrance)



Southwest Facing Retaining Wall (Baseball/Softball)



Underground Plumbing Placement



Footing Installation



Cooking/Prep Area

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 20, 2023	F-2

Title

State-Required GADOE Site Approval Application for the Woodstock HS Classroom Addition Project

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of State-Required GADOE Site Approval Application for the Woodstock HS Classroom Addition Project

Summary Explanation and Background

In compliance with GA Department of Education regulations, the Cherokee County School District must apply for site approval prior to moving forward with further construction planning for the classroom additions at Woodstock High School. This application verifies the current infrastructure and site mitigations on that campus are adequate to support the construction of additional classrooms. In this regard, staff has compiled supporting documentation to accompany the application for submission to the State pending School Board approval.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

See Attachment

Source of Additional Information

Trey Moores	770.479.1871
Mitch Hamilton	770.479.1871

GEORGIA DEPARTMENT OF EDUCATION
EDUCATIONAL FACILITY SITE EVALUATION AND APPROVAL FORM

School System: Cherokee County School District	Name of Superintendent: Dr. Brian V. Hightower Person to Contact (Designee): Mitch Hamilton
Mailing Address: 200 Mountain Brook Ct Canton, GA 30115	Phone Number: 770.704.8429 Fax Number: 770.721.6308 Email: mitch.hamilton@cherokeek12.net

I. LOCATION OF PROPOSED SITE

Address of Proposed Site (if available) and/or legal description of the property: 2010 Towne Lake Hills South Drive, Woodstock GA 30189 Parcel Number: 15-1073-0001	
Acreage in proposed site: 104 +/- Acreage in 100-year flood plain: 13+/- Does this acreage meet the minimum requirements: Yes Please attach a rationale and request by the local School Board for requesting a variance to the minimum size requirements if the answer to the above question is "No".	Clear Title Obtainable: Yes This property will be owned by the school system.

II. PROPOSED EDUCATIONAL FACILITY TO BE LOCATED ON THIS SITE
(BASIC INFORMATION)

Name of Proposed Facility: Woodstock High School		
Proposed Grades: 9-12	Approximate Number of Students: 2,050	
Number of Instructional Units Proposed: 24	Is this the maximum size planned for this facility? Yes	Is this facility being designed for future expansion? No
Estimated date facility is to be completed and occupied. Date: January 2026 Comments:		If expanded, maximum number of instructions units proposed in the future: 122 Total IU's w/ proposed addition

III. UTILITIES AVAILABLE ON THE PROPOSED SITE

(If utilities are not currently available on the site, please indicate when utility providers anticipate delivery of utilities to the site).

Utility	Currently Available Yes	No	When Available Date	Other Relevant Factors			
Electricity	X			Voltage:	25KV	Phase:	3
Natural Gas	X			Line Size:	4"	Line Pressure:	60 PSI
Telephone	X						
Cable	X						
Water* **							
Public	X			Line Size:	8"	Line Pressure:	130 PSI
Private				Line Size:		Line Pressure:	
Sewage* **							
Public	X						
Private							

*Attach Flow Test Results

**If changes to the planned water or sewage systems indicated above are made, then the site must be resubmitted for approval and the current approval will be voided.

IV. MISCELLANEOUS SITE INFORMATION

(For each item, highlight the appropriate response. If Other is selected, please type appropriate response.)

Property Zoned	Residential	Industrial	Commercial	Other: Civil
Adjacent Development or Existing Community Design	Residential	Industrial	Commercial	Other: Office/Institutional
Traffic Conditions Around Site	Congested	Moderate	Light	Other:
Topography	Steep	Rolling	Gently Sloping	Flat
Grading for Building	Excessive	Moderate	Minimal	Comments:
Rock Excavation	Unlikely	Some not but Excessive	Excessive	Comments:
Area Available for Parking	Adequate Space	Limited Space	Inadequate Space	Comments:
Vehicular Access to Site	Excellent Potential	Development Restricted	Development Difficult	Comments:
Area Available for Athletic and Recreation Area Development	Adequate	Limited	Inadequate	Comments: Existing

V. SYSTEM REQUEST FOR SITE APPROVAL

After having considered the findings from all studies completed and evaluating the potential sites available for this facility, the Cherokee County Board of Education requested approval of the proposed site identified on this form by official board action on July 20, 2023 An initial investigation had been conducted, a Phase I Environmental Site Assessment has been conducted, and a Risk Hazard Analysis has been completed. Costs associated with the development of this site including grading, obtaining utilities, and road improvements have been evaluated.

CHEROKEE COUNTY SCHOOL DISTRICT

Kyla Cromer, School Board Chair	Date
Dr. Brian V. Hightower, Superintendent	Date

GEORGIA DEPARTMENT OF EDUCATION

Doug Suits, Facility Services Consultant	Date

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 20, 2023	G-1

Title

Recommendations and Resignations/Terminations of Employment for Certified and Classified Personnel

Requested Action

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

Summary Explanation and Background

The recommendations include the following items:

1. Certified Recommendations
2. Certified Transfers
3. Certified Resignations/Terminations of Employment
4. Classified Recommendations
5. Classified Transfers
6. Classified Resignations/Terminations of Employment

Priority Area

Quality Workforce

Financial Impact

N/A

Exhibits: (List)

Summary List of Recommendations

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Rick Beaulieu	770.479.1871

Cherokee County School District

G1 Summary Report

BOE Meeting Date: 7/20/2023

Certified Recommendations

Name	Location	Position	Start Date
Rohan, Stacie	Ace Academy	Speech Language Pathologist	7/24/2023
Sims, Jamie	Arnold Mill Elem School	Sped IRR Teacher	7/24/2023
Leahy, Mitzi	Boston Elem School	Speech Language Pathologist	7/24/2023
Periu, Taylor	Carmel Elem School	Sped IRR Teacher	7/24/2023
Caldwell, Maricruz	Cherokee High School	Foreign Languages Teacher	7/24/2023
Palmer, Sadie	Cherokee High School	Language Arts Teacher	7/24/2023
Hedden, Regina	Cherokee High School	Math Teacher	7/24/2023
Nelson, Connie	Cherokee High School	Science Teacher	7/24/2023
Peterson, Calie	Dean Rusk Mid School	6th Grade Teacher	7/24/2023
Bottoms, Marcia	Dean Rusk Mid School	8th Grade Teacher	7/24/2023
Olmstead, Trinity	Dean Rusk Mid School	Sped IRR Teacher	7/24/2023
Garcia, Elia	Dean Rusk Mid School	Sped IRR Teacher	7/24/2023
Pringle, Jessica	E.T. Booth Mid School	Connections Teacher	7/24/2023
Raimondi, Skye	Etowah High School	Career Teacher	7/24/2023
Fitzgerald, LeShawnda	Etowah High School	ESOL Teacher	7/24/2023
Escarcega, Jessica	Etowah High School	Language Arts Teacher	7/24/2023
MacDonell, Ashley	Holly Springs Elem School	4th Grade Teacher	7/24/2023
McCauley, Catalina	Indian Knoll Elem School	3rd Grade Teacher	7/24/2023
Canada, Amy	J Knox Elem School	Sped IRR Teacher	7/24/2023
Sanches, Jade	Liberty Elem School	Counselor	7/24/2023
Moss, Amy	Liberty Elem School	Sped Autism Teacher	7/24/2023
Gambrill, Molly	Mill Creek Mid School	8th Grade Teacher	7/24/2023
Farmer-Knight, Clare	Mill Creek Mid School	8th Grade Teacher	7/24/2023
Green, Amanda	Mill Creek Mid School	8th Grade Teacher	7/24/2023
Gonzalez, Haley	Oak Grove Elem School	1st Grade Teacher	7/24/2023
Nicholson, Brandy	Oak Grove Elem School	Counselor	7/24/2023
McMichen, Amy	R.M. Moore Elem School	Psychologist	7/24/2023
Prosba, Jennifer	River Ridge High School	Sped IRR Teacher	7/24/2023
Bristini, Jenny	Sequoyah High School	Foreign Languages Teacher	7/24/2023
White, Morgan	Sequoyah High School	Sped IRR Teacher	7/24/2023
Ellis, Andrea	Sequoyah High School	Sped IRR Teacher	7/24/2023
McCranie, Jennifer	Sixes Elem School	Sped IRR Teacher	7/24/2023
Walker, Valerie	Student Services	System Navigator	7/24/2023
Core, Camille	Teasley Mid School	Connections Teacher	7/24/2023
Sellers, Mark	Teasley Mid School	Sped IRR Teacher	7/24/2023
MacNicholl, Michael	Woodstock High School	JROTC Teacher	7/24/2023

Certified Transfers

Name	Location	Position	Start Date
Drought, Wendy	Assessment	Specialist	7/12/2023
Sapere, Elida	Federal Programs	Specialist	7/6/2023
Delaney, Erin	Special Education	Specialist	7/12/2023

Certified Resignations/Terminations

Name	Location	Position	End Date
Anthony, Rachel	Arnold Mill Elem School	2nd Grade Teacher	5/31/2023
Ussery, Ann	Carmel Elem School	Sped IRR Teacher	5/31/2023

Cherokee County School District

G1 Summary Report

BOE Meeting Date: 7/20/2023

Certified Resignations/Terminations

Name	Location	Position	End Date
Thompson, Emily	Cherokee High School	Foreign Languages Teacher	5/31/2023
Thomas, John	Cherokee High School	Language Arts Teacher	6/23/2023
Krauss, Cassandra	Cherokee High School	Sped IRR Teacher	5/31/2023
Inhulsen, Kailey	Clark Creek Elem School	Kindergarten Teacher	5/31/2023
Whitley, Jessica	Creekview High School	Assistant Principal	7/21/2023
Castro, Gilbert	Creekview High School	Math Teacher	5/31/2023
Hollers, Rebecca	Creekview High School	Sped IRR Teacher	5/31/2023
Walraven, Lauren	E.T. Booth Mid School	8th Grade Teacher	5/31/2023
Osborn, Andrew	Etowah High School	ESOL Teacher	6/23/2023
Ross, John	Etowah High School	Remedial Teacher	6/23/2023
Patterson, Olivia	Indian Knoll Elem School	3rd Grade Teacher	5/31/2023
Jennings, Elizabeth	Johnston Preschool	Sped Preschool Teacher	5/31/2023
Bennett, Gail	Liberty Elem School	Counselor	5/31/2023
Orefice, Teresa	Mill Creek Mid School	7th Grade Teacher	5/31/2023
Ferguson, Michael	Mill Creek Mid School	8th Grade Teacher	5/31/2023
Dillon, Shannon	Mill Creek Mid School	Sped MI-MOD Teacher	5/31/2023
Startt, Katie	Mountain Road Elem School	1st Grade Teacher	5/31/2023
Anderson, Janeen	Oak Grove Elem School	Counselor	5/31/2023
Carden, Coy	Sequoyah High School	PE Teacher	5/31/2023
Johnson, Kristen	Sequoyah High School	Social Studies Teacher	5/31/2023
Simanski, Kathleen	Sixes Elem School	Sped IRR Teacher	5/31/2023
McClellan, Kirsten	Woodstock High School	Counselor	6/1/2023
Luffman, Lindsi	Woodstock High School	CTI Teacher	5/31/2023
Baker, Noel	Woodstock High School	Language Arts Teacher	5/31/2023

Classified Recommendations

Name	Location	Position	Start Date
Colglazier, Michaela	Admin - Safety & Security	Police Officer	7/6/2023
Southern, Sarah	Bascomb Elem School	IEP ParaPro	8/1/2023
Escoto, Stephanie	Dean Rusk Mid School	School Nutrition Worker	7/25/2023
Rutan, Mallory	Etowah High School	School Nutrition Worker	7/25/2023
Boza, Mary	Federal Programs	Clerical 5	7/6/2023
Way Omisore, Misty	Freedom Mid School	School Nutrition Worker	7/25/2023
Hale, Kayelin	Hasty Elem School	School Nutrition Worker	7/25/2023
Faubion, Jacqueline	Hickory Flat Elem School	AU ParaPro	8/1/2023
Kirkland, Kimiko	Holly Springs Elem School	Clerical 3	7/12/2023
Ruiz Hernandez, Juana	Indian Knoll Elem School	School Nutrition Worker	7/25/2023
Arnold, Jennifer	Liberty Elem School	AU ParaPro	8/1/2023
LeBlanc, Summer	Little River Elem School	SI ParaPro	8/1/2023
Ray, Amanda	Macedonia Elem School	Clerical 3	7/12/2023
Grant, Amanda	Macedonia Elem School	IEP ParaPro	8/1/2023
Washabaugh, Meghan	Procurement Services	Coordinator	7/24/2023
Collins, Wendy	R.M. Moore Preschool	PK ParaPro	7/24/2023
McNairn, Sierra	River Ridge High School	IEP ParaPro	8/1/2023
Minard, Karen	River Ridge High School	School Nutrition Worker	7/25/2023
Boehm, Marc	Technology Field Services	Technology Specialist	7/6/2023
Woodruff, Chandler	Technology Field Services	Technology Specialist	7/6/2023

Cherokee County School District

G1 Summary Report

BOE Meeting Date: 7/20/2023

Classified Recommendations

Name	Location	Position	Start Date
Padgett, Samuel	Technology Field Services	Technology Specialist	7/6/2023
Eder, Kathleen	Woodstock High School	Vision ParaPro	8/1/2023
Smith, Michele	Woodstock Mid School	EBD ParaPro	8/1/2023

Classified Transfers

Name	Location	Position	Start Date
Carter, Patricia	Dean Rusk Mid School	School Nutrition Asst Manager	7/24/2023
Sealock, Julie	Dean Rusk Mid School	Sped IRR Teacher	7/24/2023
Freeman, Gwendolyn	Federal Programs	IWC Parent Eng Facilitator	7/6/2023
Eyrich, Crystal	Indian Knoll Elem School	School Nutrition Asst Manager	7/24/2023
Holden, Melissa	Oak Grove Preschool	PK ParaPro	8/1/2023
Tatum, Samuel	Technology Field Services	Technology Specialist	7/6/2023
Bryan, Colin	Woodstock Mid School	Sped IRR Teacher	7/24/2023

Classified Resignations/Terminations

Name	Location	Position	End Date
Mattick, Andrea	Creekview High School	IEP ParaPro	5/26/2023
Cavanagh, Colleen	Dean Rusk Mid School	SI ParaPro	5/26/2023
Miffitt, Barbara	E.T. Booth Mid School	IEP ParaPro	5/26/2023
Biederman, Tamara	E.T. Booth Mid School	School Nutrition Worker	5/30/2023
Stevens, Madison	Etowah High School	IEP ParaPro	5/26/2023
Bessellieu, Tawana	Hasty Elem School	T1 ParaPro	5/26/2023
Mandel, Mandy	Holly Springs Preschool	PK ParaPro	5/30/2023
Wilcox, Shelley	Little River Elem School	EBD ParaPro	5/26/2023
Heath, Leila	Ralph Bunche Center	Head Start Worker	8/11/2023
Ballew, Richard	River Ridge High School	IEP ParaPro	5/26/2023
Griffin, Andrea	River Ridge High School	School Nutrition Worker	5/30/2023
Duncan, Lesley	River Ridge High School	School Nutrition Worker	5/30/2023
Sisk, Janice	Transportation	Bus Attendant	5/26/2023
Ungerleider, Michelle	Transportation	Bus Driver	5/26/2023
McClure, Raymond	Transportation	Bus Driver	5/26/2023
Allred, Deborah	Transportation	Bus Driver	5/26/2023
Brooks, Karolyn	Transportation	Bus Driver	5/26/2023
Torres, Carlos	Transportation	Bus Driver	5/26/2023
Karimiha, Hamid	Transportation	Bus Driver	5/26/2023
Lomax, William	Transportation	Bus Driver Relief	5/26/2023

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 20, 2023	H-1

Title

School Board Attorney's Recommended Plan for SY2023-24 Local School Board Governance Training

Requested Action

School Board Consideration for Approval of School Board Attorney's Recommended Plan for SY2023-24 Local School Board Governance Training

Summary Explanation and Background

The State Board of Education (SBOE) has adopted governance standards for local boards as the basis for local school board member training. Per SBOE Rules, approve Training Providers will annually conduct local school board member training utilizing curricula aligned with SBOE governance standards for local boards and which meet identified areas for improvement as submitted in local boards' training program.

The School Board Attorney, a SBOE-approved Training Provider, has developed the proposed plan (attached) for SY2023-24 Local School Board Governance Training in accordance with State requirements. All required training will be concluded by statutorily-required deadlines.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

N/A

Exhibits: (List)

Local School Board Training Plan

Source of Additional Information

Abby Roach, School Board Attorney 770.479.1406
Kyla Cromer, School Board Chair 770.479.1871

Georgia Department of Education

Richard Woods, Georgia's School Superintendent
"Educating Georgia's Future"

Local Board Training Plan for individual board member training and whole board training resulting from an assessment identifying areas of board governance improvement.

Cherokee County Board of Education	Date of approval: July 20, 2023

Please remit by email to: mcardoza@doe.k12.ga.us

Board Member/ Whole Board Training	Approved Training Course(s)* and Planning Date of Completion
Three (3) Hours of "Whole Board Training" for School Board Members and Superintendent of Schools	**Conducted by (or a combination) SDOE-approved trainers: (1) Roach, Caudill & Frost, LLP; (2) GSBA; and/or (3) Other. Training is tentatively scheduled to occur during the School Board's Annual Training Retreat on February 2-3, 2024.**
Six (6) Hours of Annual Training for School Board Members	**Same as Above.**
Additional Training Opportunities (TBD) for School Board Members	**Conducted by GSBA in-person/virtual conferences and other training modules. These trainings can be accessed and completed by individual school board members during the year to assist with annual training requirements.**
Six (6) Hours of Training for New Members	**N/A**
Three (3) hours of a Local Orientation for New Member(s)	**N/A**
Date of Completion	**All training will be completed by June 30, 2024**

*Required annual training: new board member = total 15 hours and veteran board members = total 9 hours; whole board governance team training of 3 hours included in total hours above. To receive required training credit hours, all training sessions must be conducted by a State Board of Education approved "training provider."

Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
July 20, 2023	I-1

Title

Memorandum of Understanding (MOU) and Special Lease Agreement with Mountain Education Center (Formerly Mountain Education Charter High School)

Requested Action

School Board Consideration of Superintendent's Recommendation for Approval of the Memorandum of Understanding (MOU) and Special Lease Agreement with Mountain Education Center (Formerly Mountain Education Charter High School)

Summary Explanation and Background

Pursuant to HB87, the Superintendent, School Board Attorney and staff have been in discussion with Mountain Education Center (formerly Mountain Education Charter High School) representatives relative to the attached Memorandum of Understanding (MOU) and Special Lease Agreement.

Respective Board approvals of the attached MOU and Special Lease Agreement will allow both entities to proceed with the continuation of the Mountain Education Charter High School location at Etowah High School.

Priority Area

Organizational and Operational Effectiveness

Financial Impact

The financial impact is $83,605 in lease payments received from MECHS for FY2024.

Exhibits: (List)

Memorandum of Understanding
Special Lease Agreement

Source of Additional Information

Dr. Brian V. Hightower	770.479.1871
Kenneth Owen	770.479.1871

Collaborative Operating Agreement
Between Cherokee County School District and
Mountain Education Center, Inc.

This Collaborative Operating Agreement ("Agreement") is between the Cherokee County School District, (herein after "Resident School System") and Mountain Education Center, Inc. (hereinafter "MEC").

WHEREAS, MEC operates a Completion Special School, as defined in O.C.G.A. § 20-2-154.1(l)(1)(B)(iii) and under the supervision of its governing board, providing opportunities for students grades nine through 12 who have dropped out of high school, are at risk of dropping out of high school, need to recover credits, or would otherwise benefit from a nontraditional setting to obtain a high school diploma;

WHEREAS, the Resident School System may have program students, as defined in O.C.G.A. § 20-2-2096.1(9) who would benefit from attending MEC; and

WHEREAS, the Resident School System and MEC desires to enter into this Agreement pursuant to the authority outlined in O.C.G.A. § 20-2-2096.1 et seq. to provide program students the opportunity to attend MEC, subject to the conditions outlined in O.C.G.A. 20-2-2096.3.

NOW THEREFORE; pursuant to the authority of the State Constitution and for the purposes set forth, the Parties enter into this Agreement as follows:

1. This Agreement shall be effective from July 1, 2023, through June 30, 2024. It will be automatically renewed for subsequent one (1) year terms, not to exceed the term of the charter approved for MEC.

2. Either party will have the right to terminate this agreement without cause upon thirty (30) days prior written notice to the other party.

   The Resident School System will have the right to terminate this Agreement immediately upon written notice to MEC if MEC fails to perform any of its obligations hereunder and such failure continues for five (5) business days after receipt of written notice from the other party of such default.

   The Resident School System will have the right to terminate this Agreement immediately and without notice if it has reason to believe that MEC may impose a health or safety risk to any student of the Resident School System.

   The termination of this Agreement will not affect the enforceability of any obligations under this Agreement that have accrued prior to the effective date of termination.

3. MEC shall provide educational programs and services to program students of the Resident School System pursuant to O.C.G.A. § 20-2-2096.3.

4. For each program student who attends MEC pursuant to this Agreement, the Resident School System shall pay to the MEC an amount not less than a proportional share of QBE formula earnings (as defined in O.C.G.A.§ 20-2-2096.1(10)), QBE grants, and federal funds earned by the Resident School System. Such proportional share shall be calculated pro rata based on the number of one-sixth segments of the school day, or the block scheduling equivalent, such program student attends MEC.

5. MEC shall invoice the Resident School System on the first of each month for each program student. The Resident School System shall pay the invoice within thirty (30) calendar days after applicable funding is received from the State.

6. The Resident School System shall provide additional consideration to MEC as follows:

    a. Access to facilities and equipment as set forth in the attached Special Lease Agreement for Facility Use,
    b. Access to the appropriate instructional technology equipment and resources, including network infrastructure.

7. The Resident School System shall identify student liaisons as defined in O.C.G.A § 20-2-2096.3(c)(4)(B) to be employed by the Resident School System to provide academic support and monitoring for program students. The number of and qualifications of these employees will be mutually agreed upon by the Parties, annually.

8. Both parties shall cooperate and provide information and data needed by the other for reporting requirements.

SIGNATURES BEGIN ON THE FOLLOWING PAGE

CHEROKEE COUNTY SCHOOL DISTRICT

By: _____
Chairperson

Date:_____ Attest:_____
Secretary

MOUNTAIN EDUCATION CENTER, INC.

By: _____
Chairperson

Date:_____ Attest:_____
Secretary

Special Lease Agreement for Facility Use

This Special Lease Agreement for Facility Use is entered into by and between Mountain Education Center, Inc., referred to as the "Lessee" or "MEC" and the Cherokee County School District, referred to as the "Owner" or "CCSD". The Owner agrees to lease a portion of 6500 Putnam Ford Road Woodstock, GA 30189 to the Lessee for the purpose of operating a Mountain Education Charter High School (MECHS) in Cherokee County.

The Owner and MEC enter into this Agreement in recognition and reliance upon the fact each party is a public, governmental entity subject to an array of Georgia legislative and regulatory obligations, which obligations serve to provide further and necessary assurances to each party, the public and the taxpayers of the State of Georgia. The Owner and MEC further recognize the unique and specialized nature of the educational services to be provided by MEC pursuant this Agreement. Finally, the Owner and MEC recognize and rely upon the fact that the leadership of each party holds educational certification(s) as issued by the Georgia Professional Standards Commission and are therefore subject to the Georgia Code of Ethics for educators.

The Owner leases to Lessee a portion of 6500 Putnam Ford Road Woodstock, GA 30189, and the surrounding parking facilities and Lessee agrees to lease a portion of the of 6500 Putnam Ford Road Woodstock, GA 30189, (as defined below) upon the following terms and conditions:

1. Unless terminated as provided herein the lease will be for an initial term beginning on July 1, 2023 and ending on June 30, 2024.
2. The lease includes those classrooms, bathrooms, cafeteria and administrative spaces as indicated on Exhibit "A" from 4:00 pm until 10:00 pm, Monday-Friday each week during which MEC is in session, as well as regular work hours on Monday-Thursday for office/administrative staff.
3. Lessee will abide by all State and Federal laws that pertain to Education and employment during its lease of Owner's facility.
4. MEC will pay Owner $20,901.25 quarterly (September, December, March and June) to Owner for all facility use and other expenses of this lease, except as otherwise provided in Section 5, 6 or 8 below. The Owner will provide for custodial services for area leased. The Owner will invoice MEC quarterly for the payment amount by emailing an invoice to accountspayable@mymec.org. MEC will provide at their expense on-site security when students are on premises as defined herein.
5. MEC will pay the cost upon demand of any actual damage to Owner's personal or real property resulting from MEC's use of Owner's school, reasonable wear and tear excepted.
6. In the Owner's sole discretion but only upon MEC's written request, Owner may agree to make certain renovation and/or improvements to the facilities. In such event MEC will reimburse Owner for the actual cost of any renovation to the existing school facility that may be necessitated by MEC's use of the Owner's property.
7. MEC will be responsible for the hiring, firing, payment and supervision of its employees, including School Resource Officers. MEC may hire the Owner's teachers and employees so long as the duties and hours of employment do not conflict with teachers' or employees' duties and responsibilities to Owner. The Owner will have **no** right to manage or control MEC's employees, nothing herein will be construed or interrupted to imply that Owner's employees and MEC's employees are joint or borrowed servants. The Owner will not be considered the "Statutory Employer" of a MEC Employee solely because of the nature of employment.

8. CCSD Technology Staff will coordinate with MEC to establish a secured connection to MEC core operational systems using the CCSD network resources available on-premise along with equipment provided by MEC (or their agent). MEC will employ and utilize a dedicated Technician who is familiar with the CCSD network infrastructure at 6500 Putnam Ford Road Woodstock, GA 30189 and who will be able to escalate, to the proper CCSD Technology personnel, issues requiring advanced or immediate resolution. MEC will provide, manage and secure all Student and Staffing laptops and/or desktop, storage carts, applications and other technologies needed for instruction and operation. CCSD Technology division will limit support to ensuring Internet connectivity. MEC acknowledges that equipment, practices or services provided and utilized cannot expose CCSD's network infrastructure to security vulnerabilities. In such an event, CCSD reserves the right to take corrective measures to re-establish security. MEC acknowledges that occasional network maintenance and updates must occur and at times may present disruption to operations. CCSD will proactively inform MEC of any scheduled maintenance events that could have impact on their operations and will work diligently to provide quick resolution to disruptive events, within CCSD's control, that is unexpected. MEC will provide a FortiGate appliance to provide Content Filtering (outside of CCSD's Content Filtering Platform) and provide connectivity to the corporate office. This will provide MEC with autonomy over content separate from CCSD restrictions. The initial installation of the appliance will be coordinated with CCSD Networks and CCSD personnel. MEC will reimburse upon request and presentation of supporting documentation the actual cost including employees' actual hourly rate of pay and benefits incurred in responding to and repairing any damage or viral infection to the District's intranet, network, servers or computer infrastructure caused by the improper or negligent use of the CCSD's intranet or network.
9. MEC will ensure that the facility is used in an appropriate and clean manner during the term.
10. No portions of the building or grounds will be subleased without the express written consent of the Owner. The Lessee agrees to use the facility for educational and related uses only. Lessee will not use the facility for any other purposes or for any illegal purpose. The Lessee, its employees, and its students are only allowed access to those areas of the facility as specified in this Agreement.
11. During the term of this Contract, MEC will maintain Comprehensive General Liability Insurance (GL) and Professional Liability/Errors and Omissions Insurance (E and O) with individual limits of not less than one million dollars, Georgia statutory limits for Worker's Compensation Insurance, and a minimum of $500,000 in limits for Employer's Liability Insurance, to cover its personnel engaged in the performance of the services herein described as well as damages or other claims or expenses including attorney fees arising as a result of the performance of such services. MEC also holds a $5 million umbrella insurance policy.
12. A Certificate of Insurance, in a form satisfactory to the CCSD, underwritten by financial stable companies ("A" rated or better), evidencing said coverage will be issued to CCSD as Certificate Holder 15 days prior to the start date for the term of the Lease and prior to the performance of any services. No insurance will be accepted unless written by a company licensed by the State Insurance Commissioner to do business in the State of Georgia at the time the policy is issued, and the company must, in addition, be acceptable to CCSD.
13. This lease may be terminated for the following:
    a. For the convenience of either party with at least 30 days written notice;
    b. For breach of a material term of this lease, provided that the non-breaching party provide the breaching party with a written notice of default that allows the breaching party at least ten calendar days to cure the default;
    c. Immediately upon the second default for nonpayment of any of the agreed upon sums required to be paid or reimbursed by this lease;
    d. Upon a change in State or Federal law that requires termination;
    e. Upon mutual agreement.

14. In the event the facilities are needed for educational purposes, the Owner reserves the right to relocate the MEC campus to other comparable and available school facilities within CCSD with at least 30 days written notice, and the parties agree that MEC may, in its sole discretion, terminate this agreement pursuant to Section 13(a) above in any such event.
15. Nothing herein contained shall be construed to constitute a waiver of governmental, sovereign or official immunity of either MEC or the District. Nothing herein contained shall create a partnership between or joint venture by the parties hereto or constitute any party as the agent of the other. No party will hold itself out contrary to the terms of this section and agreement. Accordingly, no party will become liable by any representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and will not be deemed to give any right or remedy to any such party whether referred to herein or not.
16. MEC will abide by and follow the Owner's school calendar except as may be otherwise set forth in MEC's published school calendar. MEC acknowledges and agrees to close its school operation upon the unexpected closing of the Owner's school operation.
17. Any notices or other communication under this Agreement is to be in documented form. Any notice or other communications including invoices may be delivered personally or by U.S. first class mail, by postal service or commercial overnight delivery or may be transmitted by electronic means using the following contact information.

    If to the CCSD, contact:

    Superintendent, Cherokee County Schools
    Dr. Brian Hightower
    1205 Bluffs Parkway
    Canton, GA 30114
    770-479-1871

    If to Mountain Education Center, Inc., contact:

    Dr. Stan Davis, Superintendent
    Mountain Education Charter High School
    1963 Tom Bell Road
    Cleveland, Georgia 30528
    706.219.4664

    with a copy to, contact:

    Dan Murphy
    Lewis & Murphy, LLP
    149 W. Athens Street
    Winder, Georgia 30680
    770.867.7446
    Danmurphy_1@msn.com

Any notices given under this Agreement is deemed to have been given on the date dispatched or transmitted, or if given personally, on the date such notice document was personally delivered. Contact information in this paragraph may be changed by the respective parties upon a documented notice delivered pursuant to this paragraph.

18. This Agreement will be deemed to have been executed in White County, Georgia and will be governed by, construed, interpreted and enforced in accordance with the laws of the State of Georgia.
19. If any term or provision under this Agreement, or any portion of this Agreement, is held to be invalid or unenforceable, it will not affect any other term or provision under this Agreement or any part of this Agreement.
20. This contains the full, entire and integrated lease and understanding between Owner and MEC with respect to the covenants, promises and agreements in this lease and no representations, warranties, provisions, covenants, agreements or understandings, written or oral, not in this agreement or lease contained or referred to will be of any force or effect. This lease may not be modified or amended except in writing signed by both parties to this lease.
21. The terms of this Agreement are jointly negotiated by and between the parties. As such, the parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement will be construed against the drafter of the agreement, will have no application to the terms and condition of this Agreement.
22. Time is of the essence in this Agreement.
23. Signatories hereto represent and warrant that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performances of such party's obligations hereunder have been duly authorized and that the Agreement is valid and a legal agreement binding upon each party and enforceable in accordance with its terms.
24. The parties affirm and agree that each party shall be bound by the Open Records Act as well as O.C.G.A. 20-14-45 et seq., including but not limited to the public disclosure of any document (such as the entities budget, audits, etc.) required to be disclosed pursuant to that Code section.

Mountain Education Center, Inc.

By:_____
Dr. Stan Davis
Superintendent

Date:_____

Cherokee County School District

By:_____
Dr. Brian V. Hightower
Superintendent of Schools

Date:_____