Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
September 14, 2023	A-9

Title

Approval of Cherokee County School District's Renewal of Partnership Agreements

Requested Action

School Board Consideration of Superintendent's Recommendation to Approve the Cherokee County School District's Renewal of Partnership Agreements

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 City of Waleska, Cobb EMC, Hobgood Baseball, North Georgia RESA, Piedmont University and Sequoyah Regional Library System.

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

THE CITY OF WALESKA

This agreement entered into on this ~~17th of August, 2017~~ 14th day of September, 2023 by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board" and The City of Waleska hereinafter referred to as "Waleska."

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, Waleska officials wish to continue to be an integral provider/partner as it relates to the public school district 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. Assess no costs to the other party in cases of easement granting.

2. 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. Allow the City use of R.M. Moore ES's facility for Waleska-sponsored events.

4. Provide regular opportunities for Waleska representatives to inspect surplus property in order to determine if there may be a need for such property (first right of refusal).

ARTICLE III

Waleska will:

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

2. 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. Correspond the needs of planned Waleska land uses, such as parks, fire stations, law enforcement precincts and public libraries, with future school sites in order to purchase larger tracts of land, share infrastructure costs and provide for joint use of public facilities.

4. Develop methods to work in conjunction with the School Board in their zoning process, so that developers are routinely expected to mitigate the financial impact on the school system and City.

5. Grant a school district representative staff-status at City Council meetings, so that school system analysis and recommendations in this regard are routinely considered in that forum.

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

7. 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, Waleska must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this ~~contract~~ agreement is ~~August 17, 2017 through August 17, 2018~~ September 14, 2023 through September 14, 2024. This ~~contract~~ agreement 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~~ agreement 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~~ agreement shall be given to the Superintendent of Cherokee County Schools at ~~110 Academy Street~~ PO Box 769, Canton, Georgia 301~~14~~69, and to the Mayor of The City of Waleska, P.O. Box 3, Waleska, Georgia 30183.

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

CITY OF WALESKA

_____
Mary Helen Lamb, Mayor

THE CHEROKEE COUNTY BOARD OF EDUCATION

_____
Kyla Cromer, Chairman

_____
Dr. Brian V. Hightower
Superintendent of Schools

Approved as to form:

_____
Abby Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

COBB ELECTRIC MEMBERSHIP CORPORATION

This Partnership Agreement entered into on this 14th day of September, 20~~17~~23, by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board" and Cobb Electric Membership Corporation, hereinafter referred to as "Cobb EMC."

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, Cobb EMC is a ~~customer~~ member-owned, not-for-profit ~~electric~~ cooperative where each consumer who receives electric service from Cobb EMC is part owner in the corporation and is referred to as a member, and

WHEREAS, Cobb EMC is dedicated to providing its member/owners with the best service at the lowest possible price, and

WHEREAS, Cobb EMC has over 180,000 members and is one of Georgia's largest EMCs.

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. Promote Cobb EMC programs (Walter Harrison scholarship, Cobb EMC Community Foundation Scholarship and Youth Tour scholarship) through existing communication channels, as permitted by School Board policy.

ARTICLE III

Cobb EMC will:

1. Provide one (1) judge for the School Board's annual Science Fair.

2. Provide judges for the School System Science Olympiad, Social Science Fair, Young Authors Fair, Governors Honors, Speech Contests and other related functions when Cobb EMC volunteers are available.

3. Provide Cobb EMC employees to serve as career day speakers at schools when Cobb EMC volunteers are available.

4. Provide programs to interested School District teachers and students relative to electrical safety and conservation and/or history. The program types and details of such programs to be determined between the parties in writing in a separate agreement.

5. Continue its sponsorship of CCSD's Elementary School Science Olympiad and co-sponsorship of the Superintendent's Key Scholar Recognition Ceremony.

6. Continues its donation of gifts for the CCSD and school-level Teacher of the Year winners for presentation at the Legacy Makers event.

7. 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, Cobb EMC must adhere to all local, State or Federal laws that pertain to the types of activities in which Cobb EMC will be participating under this Agreement.

ARTICLE IV

The term of this Agreement is September 14, 20~~17~~23 through September 14, 20~~18~~24. This Agreement 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 VI

This contract Agreement 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 Agreement shall be given to the Superintendent of Cherokee County Schools at ~~110 Academy Street~~ P.O. Box 769, Canton, GA 301~~1~~469, and to the Director of Education and Community Relations at Cobb EMC, P.O. Box 369, Marietta, GA 30061.

IN WITNESS WHEREOF the parties have executed this document as of the date first written above.

[Remainder of page left intentionally blank. Signatures appear on the following page.]

COBB ELECTRIC MEMBERSHIP CORPORATION

_____
By: Kevan Espy, President and CEO

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

HOBGOOD BASEBALL, INC.

This agreement entered into on this 14th day of September, 20~~17~~23 by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board" and Hobgood Baseball, Inc.

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, HPYA Hobgood Baseball is a non-profit corporation established to construct and maintain fields for youth activities.

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 continued use of the Bascomb ES (Attachment A) and Carmel ES (Attachment B) softball fields by Hobgood Baseball after regular school hours. [Bascomb utilization was previously approved by the School Board in January 1998].

2. Pursue opportunities for similar field use arrangements after regular school hours, as construction/scheduling allows.

3. Promote Hobgood Baseball programs through existing communication channels, as permitted by School Board policy.

ARTICLE III

Hobgood Baseball will:

1. Continue to honor the provisions and stipulations contained in the attached lease agreements.

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

ARTICLE IV

The term of this contract is September 14, 2011~~1~~23 through September 14, 2012~~1~~24. 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, GA 30169, and to the Board Chairman of Hobgood Baseball.

Attachment A

Approved by School Board: January 1998

PREAMBLE

It is understood by the parties that the following lease is for premises at Bascomb Elementary school and that the premises will be leased to the Cherokee County (hereinafter “Lessee”) by Cherokee County School System (a political subdivision of the State of Georgia, hereinafter “School System” or “Lessor”). The leased property will be developed by Hobgood Park Youth Association, Inc. (A non-profit corporation established to construct and maintain fields for youth activities, hereinafter “HPYA”). HPYA has developed adjacent property and it is further the intent of the parties that HYPA will construct, at its own expense, baseball fields consistent in kind and quality to those previously constructed by HPYA on the adjacent property and that HPYA will be financially responsible for the construction and regular maintenance of the facility in consideration of the continued use thereof. This lease contemplates that the primary user of the fields will continue to be the School System during normal school hours and for periods thereafter which are not previously scheduled by HYPA. Finally, for purposes of the following lease, the management, care, and authority shall vest in the HYPA so that any procedural or coordination questions regarding scheduling may be between the School System and HYPA.

REAL ESTATE LEASE

This “Lease” is made effective as of January 1, 1998 (Date), between Cherokee County School System, a political subdivision of the State of Georgia “Lessor” and Hobgood Park Youth Association, Inc. “Lessee”. The parties also acknowledge Hobgood Park Youth Association, Inc. (“Subtenant”) as a third party beneficiary of this lease. The premises leased consist of two baseball fields on Bascomb Elementary School grounds and the parties agree as follows:

PREMISES: Lessor, in consideration of the lease payments provided in this Agreement, leases to Lessee the ground, including equipment thereon (the “Premises”) located at the northeast corner of Bascomb Elementary School on Towne Lake Parkway (consisting of two ball fields and immediately adjacent property).

LEGAL DESCRIPTION: The legal description for the Premises may be attached by amendment.

TERM: The lease term shall commence on January 1, 1998 and shall terminate on the later of December 31, 2047, but in no event more than fifty years.

LEASE PAYMENTS: Lessee has paid herewith an advance lease payment of $1 per year for fifty years, which said payment is acknowledged by the parties to be sufficient and received.

USE OF PREMISES: Lessee may use the Premises for purposes of operating a youth baseball and softball enterprise, and any other uses which expressly promote such an enterprise. The Premises may be used for any other purpose only the prior written consent of Lessor. Subject to operating procedures, Lessee shall make the facilities available for general non-commercial public use and enjoyment specifically excepting school hours (generally 7 a.m. to 6 p.m. Monday through Friday), and Lessor shall retain a right of first refusal for the use of the Lessee. The Lessee shall be fully responsible for the construction and, during baseball seasons, the maintenance of the premises and shall assist in the maintenance during the remainder of the year. The Lessee may additionally provide necessary maintenance, upkeep, and utilities contributions for such use. Lessor and Lessee covenant that, upon their use of the facilities, to return the premises after use in similar condition to that prior to use. Lessee shall be entitled to any profits from concession sales as an additional offset against maintenance costs. Lessor shall have no further financial responsibility to the Lessee.

REMODELING OR STRUCTURAL IMPROVEMENTS: Lessee shall have the obligation to maintain the premises, and to provide any construction or remodeling (at Lessee's expense) that may be required to use the Premises as specified above, and may construct such fixtures on the Premises (at Lessee's expense) that appropriately facilitate its use for such purpose. Such construction shall be undertaken and such fixtures may be erected only with notice to the Lessor.

MAINTENANCE: Lessee shall have the obligation to maintain the Premises in good repair at all times.

ACCESS BY LESSOR TO PREMISES: Lessor shall have the right to enter the Premises to make inspections or provide necessary services.

UTILITIES AND SERVICES: Lessee shall be responsible for all utilities and services in connection with the Premises. All utility service as of the date of the signing of the lease shall be in the name of the Lessee, exclusively.

LIABILITY INSURANCE: Lessee shall maintain public liability insurance in total aggregate sum of at least $500,000.00. Lessee shall deliver appropriate evidence to Lessor as proof that adequate insurance is in force. Lessor shall have the right to require that the Lessor receive notice of any termination of such insurance policies.

INDEMNITY REGARDING USE OF PREMISES: Lessee agrees to indemnify, hold harmless, and defend Lessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, is any, which Lessor may suffer or incur in connection with Lessee's use of the Premises. Likewise the Lessor shall indemnify, hold harmless and

defend the Lessee from and against any and all loses, claims, liabilities, and expenses, including reasonable attorney's fees, if any, which Lessee may suffer or incur in connection with either the use of the Premises by the Lessor, or the use of the premises by the general public.

DANGEROUS MATERIALS: Lessee shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee or its assigns to Lessor.

TAXES: Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes – Lessor shall pay all real estate taxes and assessments for the premises.

Personal Taxes – Lessee shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Lessee's use of the Premises, or fixtures.

MECHANICS LIENS: Neither the Lessee nor anyone claiming through the

Lessee shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Lessee agrees to give actual advance notice to any contractors, subcontractors or suppliers of good, labor, or services that such liens will not be valid.

ASSIGNABILITY/SUBLETTING: Notwithstanding anything to the contrary herein, Lessee may not assign or sublease any interest in the Premises without the prior written consent of Lessor.

NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Lessor:

Cherokee County School system

P.O. Box 769

Canton, GA 30114

Lessee:

Don Spedale, President

Such addresses may be changed from time to time by either party providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER: The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

SUBORDINATION OF LEASE: This Lease is subordinate to any obligation between the School System and the State of Georgia that now exists, or may be given later to Lessor, with respect to the Premises.

Attachment B

Presented to School Board: November 6, 2003

PREAMBLE

It is understood by the parties that the following lease is for premises at Carmel Elementary school and that the premises will be leased to the Cherokee County (hereinafter "Lessee") by Cherokee County School System (a political subdivision of the State of Georgia, hereinafter "School System" or "Lessor"). The leased property will be developed by Hobgood Park Youth Association, Inc. (A non-profit corporation established to construct and maintain fields for youth activities, hereinafter "HPYA"). HPYA has developed adjacent property and it is further the intent of the parties that HYPA will construct, at its own expense, baseball fields consistent in kind and quality to those previously constructed by HPYA at Bascomb ES and Hobgood Park and that HPYA will be financially responsible for the construction and regular maintenance of the facility in consideration of the continued use thereof. This lease contemplates that the primary user of the fields will continue to be the School System during normal school hours and for periods thereafter which are not previously scheduled by HYPA. Finally, for purposes of the following lease, the management, care, and authority shall vest in the HYPA so that any procedural or coordination questions regarding scheduling may be between the School System and HYPA.

REAL ESTATE LEASE

This "Lease" is made effective as of November 6, 2003 (Date), between Cherokee County School System, a political subdivision of the State of Georgia "Lessor" and Hobgood Park Youth Association, Inc. "Lessee". The parties also acknowledge Hobgood Park Youth Association, Inc. ("Subtenant") as a third party beneficiary of this lease. The premises leased consist of two baseball fields on Carmel Elementary School grounds and the parties agree as follows:

PREMISES: Lessor, in consideration of the lease payments provided in this Agreement, leases to Lessee the ground, including equipment thereon (the "Premises") located at Carmel Elementary School on Bascomb Carmel Road (consisting of two ball fields and immediately adjacent property).

LEGAL DESCRIPTION: The legal description for the Premises may be attached by amendment.

TERM: The lease term shall commence on November 6, 2003 and shall terminate on the later of December 31, 2052, but in no event more than fifty years.

LEASE PAYMENTS: Lessee has paid herewith an advance lease payment of $1 per year for fifty years, which said payment is acknowledged by the parties to be sufficient and received.

USE OF PREMISES: Lessee may use the Premises for purposes of operating a youth baseball and softball enterprise, and any other uses which expressly promote such an enterprise. The Premises may be used for any other purpose only the prior written consent of Lessor. Subject to operating procedures, Lessee shall make the facilities available for general non-commercial public use and enjoyment specifically excepting school hours (generally 7 a.m. to 6 p.m. Monday through Friday), and Lessor shall retain a right of first refusal for the use of the Lessee. The Lessee shall be fully responsible for the construction and, during baseball seasons, the maintenance of the premises and shall assist in the maintenance during the remainder of the year. The Lessee may additionally provide necessary maintenance, upkeep, and utilities contributions for such use. Lessor and Lessee covenant that, upon their use of the facilities, to return the premises after use in similar condition to that prior to use. Lessee shall be entitled to any profits from concession sales as an additional offset against maintenance costs. Lessor shall have no further financial responsibility to the Lessee.

REMODELING OR STRUCTURAL IMPROVEMENTS: Lessee shall have the obligation to maintain the premises, and to provide any construction or remodeling (at Lessee's expense) that may be required to use the Premises as specified above, and may construct such fixtures on the Premises (at Lessee's expense) that appropriately facilitate its use for such purpose. Any improvements to such property, and any and all financial interest in those improvements, at the time of lease expiration, will revert back to the owner. Such construction shall be undertaken and such fixtures may be erected only with notice to the Lessor.

MAINTENANCE: Lessee shall have the obligation to maintain the Premises in good repair at all times.

ACCESS BY LESSOR TO PREMISES: Lessor shall have the right to enter the Premises to make inspections or provide necessary services.

UTILITIES AND SERVICES: Lessee shall be responsible for all utilities and services in connection with the Premises. All utility service as of the date of the signing of the lease shall be in the name of the Lessee, exclusively.

LIABILITY INSURANCE: During the term of this agreement, Lessee shall maintain comprehensive general liability insurance with individual limits of not less than $1,000,000 and an aggregate location limit of not less than $1,000,000, underwritten by financially stable companies (AM Best rated A or better). The general liability insurance policy shall be endorsed to include the Cherokee County School District as an Additional Insured. The policy of insurance shall provide the minimum of 30 days advance notice of cancellation

of insurance to the District. A certificate of such insurance in a form satisfactory to the Lessor evidencing said coverage shall be provided to the District prior to Lessee's use of premises.

INDEMNITY REGARDING USE OF PREMISES: Lessee agrees to indemnify, hold harmless, and defend Lessor from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Lessor may suffer or incur in connection with Lessee's use of the Premises.

DANGEROUS MATERIALS: Lessee shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Lessor is obtained and proof of adequate insurance protection is provided by Lessee or its assigns to Lessor.

TAXES: Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

Real Estate Taxes – Lessor shall pay all real estate taxes and assessments for the premises.

Personal Taxes – Lessee shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Lessee's use of the Premises, or fixtures.

MECHANICS LIENS: Neither the Lessee nor anyone claiming through the

Lessee shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Lessee agrees to give actual advance notice to any contractors, subcontractors or suppliers of good, labor, or services that such liens will not be valid.

ASSIGNABILITY/SUBLETTING: Notwithstanding anything to the contrary herein, Lessee may not assign or sublease any interest in the Premises without the prior written consent of Lessor.

NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Lessor:

Cherokee County School system

P.O. Box 769

Canton, GA 30114

Lessee:

Byron Kizer, President

Hobgood Park Youth Association, Inc.

Such addresses may be changed from time to time by either party providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER: The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

SUBORDINATION OF LEASE: This Lease is subordinate to any obligation between the School System and the State of Georgia that now exists, or may be given later to Lessor, with respect to the Premises.

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

HOBGOOD BASEBALL

_____

By: Greg Shewfelt, President

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

NORTH GEORGIA REGIONAL EDUCATION SERVICE AGENCY

This agreement entered into on this 14th day of September, 20~~17~~23, by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board" and North Georgia Regional Education Service Agency, hereinafter referred to as "RESA,"

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, RESA is a regional educational support agency tasked with supporting the educational programs and initiatives from both the state and local school districts, and is funded through local school district annual fees, as well as through state and federal monies ~~statewide network, funded through state and federal monies, in place to lend support to school systems~~.

WHEREAS, RESA is a

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 school system facilities, waiving the rental fee as per the Community Use of System Facilities Policy (KG), for professional development opportunities as coordinated by RESA.

ARTICLE III

RESA will:

1. Work in conjunction with the Office of Curriculum and Instruction to schedule professional development opportunities in the Cherokee County School District.

2. Provide staff development courses as needed, including gifted, ESOL and other endorsements identified in the annual Needs Assessment.

3. Agree to hold harmless and indemnify the School Board against any claims, demands, losses or damages, including reasonable attorneys' fees which may arise as a result of this contract.

4. Offer staff development courses, where appropriate and based on needs, in CCSD facilities.

ARTICLE IV

Neither party will discriminate against any Cherokee County School District or RESA employee or applicant for employment, or against any applicant for enrollment for a course of study or training provided by RESA under this Agreement, on the basis of race, color, sex, creed, national origin, age, disability or other protected status. Reasonable accommodations will be offered to disabled individuals as required by law.

ARTICLE V

The term of this contract is September 14, 20~~17~~23 through September 14, 20~~18~~24. 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 VI~~

~~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 School District at 110 Academy Street~~ PO Box 769~~,~~

~~Canton, GA 3011469; and to the Director of the North Georgia RESA, 4731 Old Highway 5 South, Ellijay, GA, 30540.~~

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

NORTH GEORGIA RESA

_____

By: Dr. Steve Miletto, Executive Director

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

PIEDMONT ~~COLLEGE~~ UNIVERSITY

This Agreement is made and entered into this 14th day of September, 20~~17~~23, by and between the Cherokee County Board of Education~~, hereinafter referred to as the "School Board" and the Board of Regents of the University System of Georgia, on behalf~~ and Piedmont ~~College~~ University. ~~All obligations of the Board of Regents of the University System of Georgia under this Agreement will be performed by Piedmont College.~~

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

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

WHEREAS, the primary purpose of this Agreement is to provide the sequence of Cohort Program courses which will enhance the ability of Cherokee County teachers to facilitate learning and qualify for a Master's in Education for Early Childhood, Middle Grades or Secondary Education and EDS in Teacher Leadership.

NOW THEREFORE, in consideration of the following mutual promises, covenants, and considerations, it is agreed as follows:

ARTICLE I

Piedmont ~~College~~ University will:

1. Provide courses in Cherokee County School District facilities for the duration of the partnership for the purpose of providing opportunities for School District staff to pursue Master's in Education and Educational Specialist's Degrees.

2. Provide instructional personnel.

3. Be responsible for enrolling participants in the courses.

4. Agree to hold harmless and indemnify the School Board against any claims, demands, losses, or damages, including reasonable attorney's fees which may arise as a result of this contract.

5. Ensure that program participants/students and professors adhere to the Cherokee County School District policies and guidelines relative to research and data collection that are available at District website under Principal's Handbook.

6. Provide scholarship opportunities to appropriate Cherokee County School District employees who are enrolled in the cohort program.

7. Provide internship opportunities for Cherokee County School District students as it relates to the Career Pathways initiative.

ARTICLE II

The School Board will:

1. Provide the use of school system facilities, waiving the rental fee as per the Community Use of System Facilities Policy (KG), for professional development opportunities as coordinated by Piedmont ~~College~~ University.

2. Provide the facilities and equipment for instruction at no charge (except for a utility fee) and assume responsibility for maintenance of the facilities and equipment. The facility fee will be based on classroom usage each semester. The bill for such fees shall be submitted to the ~~Dean of Graduate Students~~ Associate Dean of the College of Education for Piedmont ~~College~~ University, and to the Piedmont ~~College~~ University Cohort Coordinator for the School District each semester.

3. Approve degree offerings and allow for semi-annual recruitment plans for these purposes.

4. Dissemination of Piedmont ~~College~~ University information through existing communication channels, as permitted by School Board policy.

ARTICLE III

The School Board and Piedmont ~~College~~ University will be mutually responsible for the following:

1. Establishment of communication during the term of the Agreement to insure the objectives of the planned courses are being met.

2. Neither party will discriminate against any Cherokee County School District or Piedmont ~~College~~ University employee or applicant for employment, or against any

applicant for enrollment for a course of study at the ~~College~~ University, or against any ~~College~~ University student in his or her course of study or training under this Agreement solely on the basis of race, color, sex, creed, national origin, age or handicap or any other discrimination recognized and prohibited by State or Federal Law; provided with reasonable accommodation such handicap does nothing to preclude such person's physical and mental ability to participate therein. Both parties will 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, Piedmont ~~College~~ University must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is September 14, 20~~17~~23 through September 14, 20~~18~~24. 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.

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 301~~1~~469, and the President of Piedmont ~~College~~ University, P.O. Box 10, Demorest, GA 30535.

This Agreement may be modified at any time by mutual consent of the governing bodies of the parties thereto. Any modification hereto shall be in writing and signed by both parties.

Both parties, by signatures executing this Agreement, certify that they are in compliance with the United States Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act of 1989.

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

PIEDMONT UNIVERSITY

_____

By: Marshall Criser, President

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

THE SEQUOYAH REGIONAL LIBRARY SYSTEM

This agreement entered into on this 14th day of September, 20~~17~~23, by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board," and Sequoyah Regional Library System, hereinafter referred to as "Library System,"

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

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

WHEREAS, the Library System is composed of eight branches: R.T. Jones Memorial Library, Ball Ground Public Library, Hickory Flat Public Library, Rose Creek Public Library, Woodstock Public Library, Cherokee County Law Library, Pickens County Public Library and Gilmer County Public Library; and,

WHEREAS, the Library System desires to contribute to the education of Cherokee County students in conjunction with the School Board.

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. Disseminate Library System information (brochures relative to programs) and student opportunities through existing communication channels, as permitted by School Board policy.

2. Communicate with Library System officials relative to future construction/renovation projects where land may be made available for construction of a public library facility.

3. Invite a Library System official to attend annual meetings conducted by School District media specialists.

4. Provide the opportunity for reciprocal use of facilities (waiving the rental fee), as scheduled and requested by Library System officials and abide by the rules and regulations contained in any facility use contracts utilized by the Library System. The School Board may request for a waiver to provide refreshments at professional development courses/conferences.

5. Pursue joint grant opportunities in both parties' interests.

6. Provide a link to the Library System website from the School Board website.

ARTICLE III

Library System will:

1. Provide the opportunity for reciprocal use of facilities (waiving the rental fee), as scheduled and requested by the School Board and abide by the rules and regulations contained in the facility use contract at each school facility that the Library System may use and those contained in the Community Use of System Facilities Policy (KG). All other fees associated with the use of facilities may apply (supervisory, custodial, security, etc.).

2. Provide summer programming information and provide related flyers, posters and a promotional video to the elementary, middle, and high schools.

3. Provide judges for school contests and related functions upon request, based on staff time and availability.

4. Participate in school functions as outreach upon request, based on staff time and availability.

5. Pursue joint grant opportunities in both parties' interests.

6. Provide display space for student artwork and School Board information as space and schedule allows, as permitted by library system policy.

7. Provide a link to the School Board website from the Library System website.

8. 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, the Library System must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this Agreement is September 14, 20~~17~~23 through September 14, 20~~18~~24. This Agreement 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 Agreement may be terminated by either party upon thirty (30) days written notice to the other party with or without cause. All notice of this Agreement shall be given to the Superintendent of Cherokee County Schools at ~~110 Academy Street~~ PO Box 769, Canton, GA 301~~14~~69, and to the Director of the Sequoyah Regional Library System, 116 Brown Industrial Parkway, Canton, GA 30114.

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

SEQUOYAH REGIONAL LIBRARY SYSTEM

_____
By: Tom Hill, Chairman

_____
By: Angela Cortellino
Executive Director

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