Cherokee County School District

Agenda Request Form

Meeting Date	Agenda Item Number
January 15, 2026	Action Item 4

Title

Partnership Agreement Renewal - Northside Hospital Cherokee

Requested Action

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

Summary Explanation and Background

The School Board is requested to consider the Superintendent's recommendation to approve renewal of the Partnership Agreement with Northside Hospital Cherokee

Financial Impact

N/A

Exhibits: (List) — Enter URL below

Partnership Agreement Attached

Source of Additional Information — Open URL

Mary Elizabeth Davis, PhD	770.479.1871
Barbara Jacoby	770.479.1871

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

NORTHSIDE HOSPITAL, INC.

This Agreement is made and entered into this ~~21st of November, 2019~~ 15th day of January, 2026 by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board" and Northside Hospital, Inc. for the benefit of ~~(in connection with its~~ Northside Hospital-Cherokee ~~campus)~~, hereinafter referred to as "Hospital."

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 Priority Areas is Family, Partner and Community Engagement, and;~~

WHEREAS, Hospital is an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, that operates in furtherance of its charitable tax exempt purposes to meet community need and ensure the provision of affordable, convenient, appropriate quality health care services for the benefit of the community it serves; and,

WHEREAS, Hospital owns and operates Northside Hospital-Cherokee located at 450 Northside Cherokee Boulevard, Canton, Cherokee County, Georgia and additional hospital campuses and related healthcare or ancillary medical facilities and services in the metropolitan Atlanta area; and,

WHEREAS, Hospital desires to develop cooperative relationships with community agencies like the School Board; and,

WHEREAS, Hospital supports the Cherokee County Educational Foundation ("CCEF") through event sponsorships and service on its Board of Directors; and

WHEREAS, Hospital desires to provide financial and other support to the School Board and School District as provided herein, and the School Board wishes to recognize Hospital as Cherokee County's premiere major hospital, healthcare facility, and healthcare provider and as the exclusive healthcare sponsor of the School District pursuant to the terms and conditions of this Agreement.

STATEMENT OF AGREEMENT

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

School Board will:

1. Promote, with the prior approval of Hospital's Marketing Department, Hospital and Hospital programs through existing communications channels, as permitted by School Board Policy, including, but not limited to, identification of Hospital as a sponsor as specified in Article II, Section 2 below in School Board newsletters and publications, press releases, appropriate signage, banquet programs, website, social media, etc. School Board shall also permit Hospital to post Hospital community activities and screenings on the virtual bulletin board on the School District website. The number, placement, content, frequency, duration, and other details concerning the marketing and promotional consideration described in this Article II, Section 1 shall be mutually agreed to by the parties. School Board and Hospital shall meet periodically to discuss other opportunities to promote Hospital and Hospital programs. School Board agrees to permit Hospital to promote Hospital and its programs through other School District communication channels as reasonably requested by Hospital.

2. Recognize Hospital as the exclusive hospital, health care facility, or healthcare provider of School Board activities and programs outlined in this Agreement provided, however, if the School Board desires to obtain healthcare services or sponsorship of its activities beyond those outlined in this Agreement, the School Board must first offer Hospital the right to provide such services or sponsorship and if Hospital decides to provide such services or sponsorship, this Agreement shall be amended appropriately.

3. Recognize Hospital as primary provider of health education by a third party to School District elementary, middle and high schools through Hospital's Junior Health Advocate Program, with Hospital offered the right of first refusal to provide such programs. Hospital programs will be made available and scheduled by teachers at their discretion but shall be limited to three per year, per grade level; communication in regard to scheduling will be between the individual school and the Hospital's Junior Health Advocate Program Coordinator.

4. Designate the Chief Communications Officer to meet quarterly with Hospital, upon its request, to review partnership activities during the prior quarter and assess future partnership activities.

5. For purposes of the marketing and promotional benefits described in this Article II, "School District" shall include all schools within the School District.

ARTICLE III

Hospital will:

1. Sponsor the following School District events: Legacy Makers: CCSD Teachers of the Year Celebration and ~~Senior Series~~ other events as agreed upon by the School District and Hospital. The details of such sponsorship requests will be communicated by School District to the Hospital at the start of every school year. Hospital may, in its sole discretion, agree to sponsor additional School District events. Sponsorship obligations and details will be mutually agreed upon by the parties.

2. Hospital may, in its sole discretion and upon the written request of the School Board or local school, provide additional direct support to the School Board, ~~which shall not be included in the gift~~ in addition to the support described above in paragraph 1 of this Article III, including the following:

a. Assist in the coordination of the replenishment of health clinic supplies as necessary at Cherokee County school sites (based on the individual needs of each school) and according to supplies available.

b. Provide speakers, mentors and in-kind donations and other support as requested by local schools and based upon the Partners in Education agreements between local schools and Hospital.

c. Participate in middle school and high school career days and health awareness programs.

d. Provide release time with pay to Hospital staff members to tutor/mentor at-risk students as identified by the School District and upon review and approval by Hospital's CEO and/or designee.

e. Use best efforts to provide internship opportunities for Cherokee County students ~~as it relates to the School Board's future Career/Technical Education "Senior Project" requirements~~.

f. Explore the opportunity to plan, develop and implement a satellite learning center on the campus of a future hospital site.

g. Provide medical oversight/assistance in accordance with Georgia law for the School District's Automated Electronic Defibrillator (AED) Program.

h. Pursue educational journal articles in conjunction with School Board staff.

i. Use video-conferencing technology to provide students with greater knowledge of Hospital and healthcare field.

j. Work more closely with STEM Academies such as through speakers, mentors and other in-kind support.

k. Participate in the Cherokee County Chamber of Commerce's Partners in Education program with individual local schools.

l. Participate in middle school and high school extra-curricular activities including, but not limited to, providing speakers for healthcare and science related club meetings ~~and mentors for Senior projects~~.

m. Explore providing professional development opportunities in connection with CCSD's school nurse program.

3. Hospital agrees not to discriminate against children/interested participants for participation within its programs as described above on the basis of gender, race, political affiliation, age, national origin or disability or any other discrimination recognized and prohibited by State or Federal Law. Hospital agrees to include children/participants with disabilities within the activities under this Agreement, where appropriate, provided that School Board provides such participants with all necessary levels of supervision. As a result of this Agreement, Hospital must adhere to all local, State or Federal laws regarding education to the extent applicable to Hospital in connection with this Agreement.

ARTICLE IV

The term of this Agreement is ~~November 21, 2019 through November 21, 2020~~ January 15, 2026 through January 15, 2027. This Agreement shall automatically renew for additional terms of one year not to exceed five renewal terms unless either party notifies the other in writing of non-renewal at least 60 days prior to applicable renewal date. The initial term and any renewal term of this Agreement shall be collectively referred to herein as the "Term".

ARTICLE V

This Agreement may be terminated by either party without cause upon 60 days written notice. This Agreement may be terminated by either party immediately if the other party breaches any term or condition of this Agreement and such breach cannot be cured or, if such breach can be cured, fails to cure such breach within 30 days of receipt of written notice describing the breach from the non-breaching party. All notices to be given under this Agreement shall be given to the Superintendent of Cherokee County Schools at PO Box 790, Canton, Georgia, 3016914; and to Hospital CEO at Northside Hospital-Cherokee, 450 Northside Cherokee Blvd., Canton, Georgia 30114., Canton, Georgia 301145. All notices to Hospital must be in writing and delivered via first class mail and copied to: Northside Hospital, Attn: Legal Services, 1000 Johnson Ferry Road NE, Atlanta, Georgia 30342.

ARTICLE VI

It is the intent of the Parties that the terms of this Agreement be in compliance with all applicable Governmental Regulations (as defined below). If either Party determines, in good faith, or receives general or specific notice from a governmental body that this Agreement or any part hereof: (a) violates or fails to comply with any Governmental Regulations or would result in restrictions on referrals by physicians to Northside facilities or Services pursuant to the Stark Law; (b) jeopardizes Northside's (or any of its affiliates, if applicable) participation in any governmental or private payor program; (c) jeopardizes the tax-exempt status of either Party or their affiliates or the tax-exempt status of any bonds issued on its/their behalf; (d) exposes any manager or disqualified person to intermediate sanctions by the Internal Revenue Service or results in private inurement or private benefit; or (e) exposes any Party or their respective affiliates to any other sanctions by any other Governmental Body, such Party shall notify the other Party, in writing, of its determination. The Parties shall then (i) negotiate those modifications reasonably determined to be necessary to comply with a change of law or other event described in this Article; or (ii) if the Parties are unable to negotiate a modification within thirty (30) days of delivery of the written notice, then this Agreement shall automatically terminate unless the Parties are working diligently and in good faith to resolve the issues.

"Governmental Regulations" means any and all laws, statutes, rules, regulations, orders, ordinances, and policies and prevailing interpretations thereof of a governmental body relating or applicable to the Parties and this Agreement, including, without limitation, those relating to Northside and its facilities' licensure, participation in the Medicare, Medicaid and other governmental reimbursement programs, the Parties' maintenance of continued tax-exempt status as organizations described in Section 501(c)(3) of the Code, as well as those relating to maintenance of tax-exempt status for payments of interest on bonded indebtedness of Northside and its tax-exempt affiliates by virtue of the same not being considered "private activity bonds", those relating to fraud and abuse and physician self-referral laws, including, without limitation, the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute"), the Ethics in Patient Referrals Act, 42 U.S.C. § 1395nn et seq. (the "Stark Law"), the Georgia Patient Self-Referral Act of 1993, O.C.G.A. §§43-18-1 et seq. (the "Georgia Self-Referral Law") and 42 U.S.C. §1320a-7a(b) (the "CMP Law"), HIPAA (as defined in Section 7.3) and Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA").

ARTICLE VII

The parties acknowledge and agree that the sponsorship benefits described herein are fair market value consideration for the Hospital's services as described herein. School Board and/or School District are not required to refer any students or other persons to Hospital or its affiliates for healthcare services.

ARTICLE VIII

Each party shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and represents that it shall have obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement. This Agreement shall be governed by the laws of the State of Georgia (irrespective of any conflict of laws provisions which would serve to defeat application of Georgia law). This Agreement, including any attachments if applicable, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter herein and shall supersede all prior or contemporaneous agreements between the parties, whether written or oral. This Agreement may not be modified, amended, or altered in any way except in a written document executed by both parties. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may be executed by counterparts or duplicate originals, all of which shall be regarded as one and the same instrument. Reproductions of signatures by photostatic or electronic means shall have the same force and effect as an original inked signature. If any portion of the Agreement is held invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part, will remain in full force and effect to the extent it is not held invalid or unenforceable. The invalid or unenforceable provision shall be changed and interpreted so as to best accomplish its intent within the limits of the applicable law. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver. The relationship of the parties to this Agreement is that of independent contractors, and nothing contained in this Agreement or these terms shall be construed to: (i) give a party the right to direct the method, manner or means by which the other performs its duties, (ii) constitute the parties as agents, partners, or joint venturers; or (iii) allow a party to create or assume any obligation on behalf of any other party for any purpose whatsoever, except as expressly set forth herein. There are no third-party beneficiaries to this Agreement, other than indemnified parties as provided herein.

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

NORTHSIDE HOSPITAL INC.
FOR THE BENEFIT OF NORTHSIDE HOSPITAL-CHEROKEE

_____

By: William M. Hayes, CEO

THE CHEROKEE COUNTY BOARD OF EDUCATION

_____

By: Janet Read Welch, Chairman

_____

By: Mary Elizabeth Davis, PhD
Superintendent of Schools

Approved as to form:

_____

Abby Roach, Esquire