

Agenda Request Form

Cherokee County School District

Meeting Date
September 1, 2016

Agenda Item Number
A-5

Title
Approval of Partnership Agreements
Requested Action
Board Consideration of Superintendent's Recommendation to Approve Renewal of Partnership Agreement with the City of Ball Ground and Approval of New Partnership Agreement with Raising Giants
Summary Explanation and Background
<p>One of the School Board's Major System Priorities is increasing parental and community involvement through public engagement policies and practices that treat parents, businesses, community-based organizations and agencies, local institutions of higher learning and other public entities as true partners in the educational process.</p> <p>The School Board is requested to consider the Superintendent's recommendation to approve the renewal of a Partnership Agreement with the City of Ball Ground and a new Partnership Agreement with Raising Giants.</p>
Major System Priority
Increasing parental and community involvement
Financial Impact
N/A
Exhibits: (List)
Draft Agreements Attached

Board Action
<i>(For Official School Board Records Only)</i>

Source of Additional Information
<small>Dr. Brian V. Hightower 770.704.4202 Barbara Jacoby 770.704.4228</small>

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____ (Date)

By: _____ (School Board Chairman)

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

THE CITY OF BALL GROUND

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

And

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

WHEREAS, the School Board's mission is to ~~enable all students to become contributing citizens who can communicate effectively, gather and use information, make responsible decisions, utilize technology effectively and adapt to the challenges of the future~~ educate the emerging generation through learning environments designed to increase the performance of all students; and,

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

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

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

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

ARTICLE I

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

ARTICLE II

The School Board:

1. Shall assess no costs to the other party in cases of easement granting.
2. Shall share information and facilities in emergency situations, such as natural disasters and inclement weather; and share information concerning road conditions, especially in inclement weather.
3. Shall continue to allow the City use of Ball Ground ES STEM Academy's facility for city-sponsored events.
- ~~4. Shall coordinate needs determinations and future school site selection with the City's Planning and Economic Development office.~~
- ~~5. Shall correspond the needs of future school sites with other planned city land uses, such as parks, fire stations, law enforcement precincts and public libraries, in order to purchase larger tracts of land, share infrastructure costs and provide for joint use of public facilities.~~
- ~~6. Shall promote ongoing coordinating efforts to assess the locations and types of future population growth. This includes the school system being directly involved in land use projections and discussions of such, so that future school sites will not adversely impact Ball Ground's plans for land usage. This initiative will include the sharing of database information, such as population trends, enrollment, zoning applications, etc.~~
7. Shall develop methods to work in conjunction with the City in their zoning process, so that developers are routinely expected to mitigate the financial impact on the school system and Ball Ground.
- ~~8. Shall grant a City representative staff status at School Board meetings, so that school system recommendations and decisions in this regard are routinely considered by the City in that forum, as need be.~~
- ~~9. Shall provide regular opportunities for City representatives to inspect surplus property in order to determine if there may be a need for such property (first right of refusal).~~

ARTICLE III

Ball Ground:

1. Shall assess no costs to the other party in cases of easement granting of City-controlled property.
2. Shall share information and facilities in emergency situations, such as natural disasters and inclement weather; and share information concerning road conditions, especially in inclement weather
3. Shall coordinate needs determinations and future City construction projects with the School Board's Department of Planning and Forecasting.
- ~~4. Shall correspond the needs of planned City land uses, such as parks, fire stations, law enforcement precincts and public libraries, with future school sites in order to purchase larger tracts of land, share infrastructure costs and provide for joint use of public facilities.~~
- ~~5. Shall promote ongoing coordinating efforts to assess the locations and types of future population growth. This includes the school system being directly involved in land use projections and discussions of such; so that future school sites will not adversely impact City plans for land usage and vice versa. This initiative will include the sharing of database information, such as population trends, enrollment, zoning applications, etc.~~
6. Shall develop methods to work in conjunction with the School Board in its zoning process, so that developers are routinely expected to mitigate the financial impact on the school system and City.
- ~~7. Shall grant a school system representative staff status at City Council meetings, so that school system analysis and recommendations in this regard are routinely considered in that forum.~~
8. Provide City of Ball Ground employees as judges for the School System Science Fair, Young Authors Fair, Governors Honors, Speech Contests and other related functions.
9. Provide and establish a Speakers Bureau list, for City employees to serve as classroom speakers on requested topics.
10. Continued sponsorship of Reading Mentoring; an Accelerated Reader middle of the year ice cream award party; \$100 donation for a quarterly school attendance award and other activities when possible.
11. Continue participation in the Chamber of Commerce Partners in Education program.

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

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

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

ARTICLE IV

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

ARTICLE V

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

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

CITY OF BALL GROUND

A.R. Roberts, III, Mayor

Attest: Karen L. Jordan, City Clerk

Approved as to form:

City Attorney

THE CHEROKEE COUNTY BOARD
OF EDUCATION

By: Kyla Cromer, Chairman

By: Dr. Brian V. Hightower
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

PARTNERSHIP AGREEMENT
BETWEEN
THE CHEROKEE COUNTY BOARD OF EDUCATION
AND
RAISING GIANTS

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

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

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

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

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

ARTICLE I

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

ARTICLE II

The School Board:

1. Will provide continued use of Free Home ES outdoor recreational baseball fields, waiving facility use fees as contained in School Board Policy KG (Use of School Facilities).
2. Will provide continued use of ingress and egress road at Macedonia ES and parking areas for adjacent Raising Giants ball fields, waiving facility use fees as contained in School Board Policy KG (Use of School Facilities).
3. Will continue to promote Raising Giants community-based programs through existing communication channels.
4. Will pursue the opportunity for additional school/Raising Giants outdoor recreational baseball field partnerships throughout the county.

ARTICLE III

Raising Giants:

1. Will abide by the rules and regulations contained in the facility use contract at the Free Home ES facility.
2. Will maintain the playing field in a good and safe condition. Maintenance shall include, but not be limited to, weed control, aeration, topdressing, over seeding, fertilizing, turf repair, mowing and other improvements as may be necessary to maintain field in good condition.
3. Prior to any physical modifications to School Board property, apply to the Office of Support Services and Facilities/Construction Management to obtain authorization to proceed.
4. Upon discovery of damages, both parties shall meet in order to confirm who is responsible for damages and the extent of work required repairing damages. The appropriate party shall be responsible for the cost and repair of the field. Raising Giants will supervise the repairs by a mutually agreed upon contractor.

5. Will limit the use of the fields to Saturdays from 7:00 a.m. to 10:00 p.m., Sundays from 7:00 a.m. to 6:00 p.m. and weekdays from 5:30 p.m. to 10:00 p.m. Field use during the summer shall be limited to Monday through Saturday from 7:00 a.m. to 10:00 p.m. and Sundays from 7 a.m. to 6:00 p.m. A mutually agreed upon period of time will be set-aside during each summer for turf recovery and maintenance.

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

7. Will provide a certificate of insurance, on a form satisfactory to the School Board, in an amount not less than \$1 million aggregate single limit general liability coverage. The policy shall name the Cherokee County School System as certificate holder and as an additional insured and provide 30 days' notice of cancellation to the School System. The aforementioned insurance shall be maintained for the term of the agreement.

8. Will hereby hold the School System harmless and shall indemnify the School System against any loss, including reasonable attorney's fees and expenses of litigation.

ARTICLE IV

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

ARTICLE V

This contract may be terminated by either party upon thirty (30) days written notice to the other party with or without cause. All notice of this contract shall be given to the Superintendent of Cherokee County Schools at P.O. Box 679, Street, Canton, Georgia 30169, and to Raising Giants, 1735 Buford Hwy Suite 215-179, Cumming GA 30041.

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

RAISING GIANTS

THE CHEROKEE COUNTY BOARD
OF EDUCATION

Glenn Sutko, Director

By: Kyla Cromer, Chairman

By: Dr. Brian V. Hightower
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire