

# Agenda Request Form

## Cherokee County School District

<b>Meeting Date</b>
December 14, 2017

<b>Agenda Item Number</b>
A-6

<b>Title</b>
Approval of New Partnership Agreement with the Atlanta Braves Baseball Club and Renewal of Partnership Agreement with Cherokee Soccer Association
<b>Requested Action</b>
School Board Consideration of Superintendent's Recommendation to Approve New Partnership Agreement with the Atlanta Braves Baseball Club and Renewal of Partnership Agreement with Cherokee Soccer Association
<b>Summary Explanation and Background</b>
<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 a new Partnership Agreement with the Atlanta Braves Baseball Club and renew an existing Partnership Agreement with Cherokee Soccer Association.</p>
<b>Major System Priority</b>
Increasing parental and community involvement
<b>Financial Impact</b>
N/A
<b>Exhibits: (List)</b>
Draft Agreements Attached

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

<b>Source of Additional Information</b>	
Dr. Brian V. Hightower	770.479.1871
Barbara Jacoby	770.479.1871

### 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

ATLANTA BRAVES BASEBALL CLUB

This agreement entered into on this 14th day of December, 2017 by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board"

And

Atlanta Braves Baseball Club, hereinafter referred to as the "Braves"

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, the Braves organization and its employees are committed to making a difference in the communities they serve.

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 Braves programs, events and student and summer job opportunities through existing communication channels, as permitted by School Board policy.
2. Collaborate through the Office of Curriculum & Instruction with the Braves to develop a program to encourage reading at home by elementary school students, with incentives provided by the Braves such as tickets and promotional items.
3. Collaborate through the Office of Curriculum & Instruction with the Braves to develop a program to offer the Science of Sport program in middle schools, with the Braves to provide training for teachers, lesson plans and Braves guest speakers. A group of students, selected by the Office based on project quality, will have the opportunity to participate in a showcase coordinated by the Braves at SunTrust Park.
4. Collaborate through the Office of School Operations with the Braves to coordinate a visit by high school students in Career Pathway sports marketing and/or sports medicine courses to SunTrust Park for a Braves career program and tour.
5. Collaborate through the Office of School Operations with the Braves to develop a partnership with high school baseball programs to include, but not be limited to, Braves representative and team member visits, clinics, equipment donations and visits to SunTrust Park.
6. Encourage participation by students in the All Star Student Achievers academic achievement recognition program and Home Run Readers summer reading program sponsored by the Braves.
7. Encourage the nomination of teachers for the Braves' All Star Teacher Award program.
8. Invite Braves representatives, team members and mascot, in person or through video-conferencing, to participate in various School District and school functions (Read Across America, Career Fair, Teacher Appreciation Week, Field Day, Student Job Fair, etc.).
9. Make the Braves' Community Affairs staff aware of opportunities for sponsoring School District programs and events attended by principals, teachers, students and/or families.
10. Explore/pursue joint grant opportunities in both parties' best interest.

### ARTICLE III

Braves will:

1. Collaborate with the Office of Curriculum & Instruction to develop a program to encourage reading at home by elementary school students, with incentives provided by the Braves such as tickets and promotional items.

2. Collaborate with the Office of Curriculum & Instruction to develop a program to offer the Science of Sport program in middle schools, with the Braves to provide training for teachers, lesson plans and Braves guest speakers. A group of students, selected by the Office based on project quality, will have the opportunity to participate in a showcase coordinated by the Braves at SunTrust Park.
3. Collaborate with the Office of School Operations to coordinate a visit by high school students in Career Pathway sports marketing and/or sports medicine courses to SunTrust Park for a Braves career program and tour.
4. Collaborate with the Office of School Operations to develop a partnership with high school baseball programs to include, but not be limited to, Braves representative and team member visits, clinics, equipment donations and visits to SunTrust Park.
5. Send representatives, team members and mascot, in person or through video-conferencing, and as schedules permit, to participate in various School District and school functions (Career Fair, Teacher Appreciation Week, Field Day, Student Job Fair, etc.).
6. Consider opportunities for sponsoring School District programs and events attended by principals, teachers, students and/or families.
7. Explore/pursue joint grant opportunities in both parties' best interest.
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 Braves must adhere to all local, State or Federal laws regarding education.

#### ARTICLE IV

The term of this contract is December 14, 2017 through December 14, 2018. 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 769, Canton, Georgia 30169,  
and to Atlanta Braves Baseball Club, SunTrust Park, 755 Battery Ave., Atlanta, GA 30339.

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

ATLANTA BRAVES BASEBALL CLUB

THE CHEROKEE COUNTY BOARD  
OF EDUCATION

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Ericka Newsome Hill  
Director, Community Affairs

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By: Kyla Cromer, Chairman

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By: Dr. Brian V. Hightower  
Superintendent of Schools

Approved as to form:

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Tom Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

CHEROKEE SOCCER ASSOCIATION

This agreement entered into on this ~~20<sup>th</sup> day of October, 2011~~ 14<sup>th</sup> day of December, 2017, by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board" and the Cherokee Soccer Association hereinafter referred to as "CSA."

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 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, CSA is a non-profit community-based association of volunteers, members, and staff open to serving the recreational and competitive soccer interests and needs for children and young adults from ages four through 19. Programs provided by CSA include TOP Soccer for special needs children. All of the programs are designed to provide programs and services, which develop spirit, mind and body.

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: ~~The parties agree to execute the partnership agreement for a period of 5 years until August 2008.~~

## ARTICLE II

The School Board:

1. Will provide continued use of Sixes ES outdoor recreational soccer fields beginning in August 2003. ~~In the event such areas being utilized by the CSA are needed for additional educational purposes, the School System will attempt to provide a comparable site for utilization by Cherokee County School System students and the CSA.~~
2. Will provide a new facility use partnership for outdoor recreational soccer fields at Arnold Mill ES, effective January 1, 2018 ~~and Macedonia ES.~~
- ~~3. Will pursue the opportunity for additional school/CSA outdoor recreational field partnerships throughout the county.~~
4. Will continue to promote CSA community-based programs through existing communication channels, as permitted by School Board policy.
- ~~5. Where deemed appropriate by the Office of Support Services and Facilities/Construction Management, will provide access to water to sustain field conditions, subsequent to CSA's installation of infrastructure in this regard including but not limited to the purchase and installation of a separate water meter for irrigation.~~

## ARTICLE III

CSA:

1. Will provide and promote community-based educational workshops, clinics, and presentations to teachers, parents, and students throughout the academic year. The educational programs will be conducted by nationally licensed and certified trainers and will focus on a variety of health, safety, and recreational topics.
2. Will provide scholarships for low-income and disadvantaged families to increase parental and community involvement.
3. Will 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, including custodial and supervisory fees when applicable.

4. ~~Will provide metering capabilities in order to reimburse the School District for all associated water/irrigation consumption costs at any and all fields where CSA has provided infrastructure for this purpose.~~
5. At currently utilized soccer fields at Sixes ES, CSA will upgrade field space and install lighting using a plan to be developed by CSA and approved in advance of installation by the Office of Support Services ~~an irrigation/sprinkler system, to be completed by August 2004.~~ Estimated cost: ~~\$10,000-\$13,000.~~
- Will secure contractor and supervise construction of the field improvements (all work will be approved in advance with Sixes ES administration and the Office of Support Services ~~and Facilities/Construction Management~~).
  - Will maintain the Sixes ES 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.
  - Upon discovery of damages, both parties shall meet in order to confirm who is responsible for damages and the extent of work required to repair damages. The appropriate party shall be responsible for the cost and repair of the field. CSA will supervise the repairs by a mutually agreed upon contractor.
  - Will limit the use of the fields to Saturdays from 8:00 a.m. to 8:00 p.m., Sundays from 1:00 p.m. to 6:00 p.m. and weekdays from 5:30 p.m. to 9:00 p.m. Field use during the summer shall be limited to Monday through Saturday from 8:00 a.m. to 9:00 p.m. and Sundays from 1:00 p.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. For new facility use partnership for soccer fields, ~~i.e., at Arnold Mill ES and Macedonia ES,~~ will develop field space through various upgrades ~~and the installation of an irrigation system, to be completed by May 2004.~~ Estimated cost: ~~\$10,000-\$20,000.~~
- Will secure contractor and supervise construction of the field improvements (all work will be approved in advance with ~~Carmel-Bascomb ES and Arnold Mill ES~~ administration and the Office of Support Services ~~and Facilities/Construction Management~~).
  - 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.

- Upon discovery of damages, both parties shall meet in order to confirm who is responsible for damages and the extent of work required to repair damages. The appropriate party shall be responsible for the cost and repair of the field. CSA will supervise the repairs by a mutually agreed upon contractor.
7. In conjunction with Cherokee Recreation & Parks Agency, will provide mowing services and ongoing upgrades to fields, as needed.
  8. ~~Will pursue the opportunity for additional school recreational area partnerships throughout the county.~~
  9. 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, CSA must adhere to all local, State or Federal laws regarding education.

#### ARTICLE IV

The term of this contract is ~~October 20, 2011 through October 20, 2012~~ December 14, 2017 through December 14, 2018. 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 will not be terminated by either party during the first year of the term. All notice of this contract shall be given to the Superintendent of Cherokee County Schools at ~~110 Academy Street~~ PO Box 769, Canton, GA 30114, and to the President, Cherokee Soccer Association, 155 Railroad Street, Canton, GA 30114.

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

CHEROKEE SOCCER ASSOCIATION

THE CHEROKEE COUNTY BOARD  
OF EDUCATION

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John Brandreth, President  
Cherokee Soccer Association

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By: Kyla Cromer, Chairman

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Shane Moore, Director of Operations  
Cherokee Soccer Association

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By: Dr. Brian V. Hightower  
Superintendent of Schools

Approved as to form:

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Tom Roach, Esquire