

Agenda Request Form

Cherokee County School District

Meeting Date
January 19, 2017

Agenda Item Number
A-6

Topic
Approval of Partnership Agreement
Requested Action
Board Consideration of Superintendent's Recommendation to Approve Renewal of Partnership Agreement with the Cherokee County Board of Commissioners
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 the Partnership Agreement with the Cherokee County Board of Commissioners.</p>
Major System Priority
Increasing parental and community involvement
Financial Impact
N/A
Exhibits: (List)
Draft Agreement 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 CHEROKEE BOARD OF COMMISSIONERS

This agreement entered into on this ~~2nd day of December, 2010~~ 19th day of January, 2017 by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board" and the Cherokee County Board of Commissioners, hereinafter referred to as the "County."

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, the County's mission statement is Cherokee County is committed to the highest standards in educating our children, enhancing the quality of life, protecting the environment, and preserving the township atmosphere through a commitment to governmental efficiency, courteous customer service, and citizen involvement in their government.

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, as well as transportation services in emergency situations, such as natural disasters and inclement weather; and share information concerning road conditions, especially in inclement weather; and cooperate in the training and in-service for members of the ~~School System~~ District Police Force Department and Cherokee County Sheriff's ~~Department~~ Office and Cherokee County Marshal's Office employees (including E-911, Marshals and EMA). The School Board will reimburse the County for any employee compensation and additional needed resources and/or transportation equipment utilized pursuant to the previous paragraph.
3. Will hold the County harmless and indemnify the County of any loss occasioned by the acts of School Board officers, agents and employees, including attorney fees and expenses of litigation.
4. Shall establish an ad hoc committee to evaluate the entire radio system, where there is an effort to modify the communication system to improve or maintain communication. There is a need to interface radio capabilities between the ~~School System~~ District Police Force Department, Cherokee County Marshal's Office (including E-911, Marshals and Cherokee County EMA), Cherokee County Fire Department and the Cherokee ~~County~~ Sheriff's ~~Department~~ Office.
5. Shall coordinate needs determinations and future school site selection with the County Engineering Department, as specifically related to roads and land use.

6. Shall correspond the needs of future school sites with other planned county 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.
7. Shall promote ongoing coordinating efforts to assess the locations and types of future population growth. This includes the School ~~System~~ District being directly involved in land use projections and discussions of such, so that future school sites will not adversely impact county plans for land usage. This initiative will include the sharing of database information, such as population trends, enrollment, zoning applications, etc.
8. Shall develop methods to work in conjunction with the County in their zoning process, so that developers are routinely expected to mitigate the financial impact on the School ~~System~~ District and County. To insure the School ~~System~~ District impact is clearly understood, the School District information form routinely transmitted to the County Planning Commission shall be modified to reflect short and long-term financial and programmatic impact on the School ~~System~~ District. A School ~~System~~ District representative designated by the Superintendent of Schools shall attend and/or submit written explanation of the educational impact for each relevant case considered by Planning Commission.
9. Shall grant a County representative staff-status at School Board meetings, so that School ~~System~~ District recommendations and decisions in this regard are routinely considered by the County in that forum, as need be.
10. Shall provide regular opportunities for County representatives to inspect surplus property in order to determine if there may be a need for such property (first right of refusal).
11. Shall conduct joint meetings of the entities' Financial Management representatives to collaborate on recommendations for an accounting/ledger/payroll/purchasing system that may be purchased/used jointly.

12. Shall conduct joint meetings of the entities' Purchasing Departments to collaborate on recommendations for a future joint purchasing/joint bidding purchasing system.
13. Shall conduct a joint, collaborative effort to development recommendations for fleet maintenance, general maintenance and a future, joint fueling station.
14. Shall develop a communication system which enhances daily/routine communication between representatives of the two entities on matters of importance (i.e., exchange of e-mail/direct line information between the two parties).
15. Shall consider linking the County's website to the Cherokee County School System homepage, as well as other consideration of other joint technological issues, provided appropriate firewalls and software are in place.
16. Continue with the partnership agreement between the School System and the Cherokee Recreation and Parks Agency, to wit:
 - a) Will provide the use of school facilities to CRPA in order to provide an enhanced youth recreational basketball program in school gymnasiums ~~this (2010-11) upcoming season~~ and charge applicable custodial, utility, gymnasium maintenance and supervisory fees.
 - ~~b) Will provide continued use of Bascomb ES softball fields by the Hobgood Park Youth Association in the event of overflow.~~
 - c) Transportation Department will work cooperatively with CRPA officials in order to arrange for a bus lease agreement for CRPA's camp programs during all applicable school breaks.
 - d) Will promote CRPA programs through existing communication channels.
 - e) Will reimburse any pre-paid monies relative to bus lease rental fees if pre-camp estimates are too high for this purpose.

17. Provide the use of school system facilities for functions and programs, including Fire Department Recruit Graduations and Promotional and EMS Advancement Examinations, including supervisory/custodial/utility fees when applicable.

ARTICLE III

The County:

1. Shall assess no costs to the other party in cases of easement granting of County-controlled property.
2. Shall share information and facilities, as well as transportation services in emergency situations, such as natural disasters and inclement weather; and share information concerning road conditions, especially in inclement weather; and cooperate in the training and in-service for members of the School System Police ~~Force~~ Department, Cherokee ~~County~~ Sheriff's ~~Department~~ Office and Cherokee County Marshals employees (E-911, Marshals, and EMA) and Cherokee County Fire Department. The County will reimburse the school district for any employee compensation and additional needed resources and/or transportation equipment utilized pursuant to the previous paragraph.
3. Will hold the School Board harmless and indemnify the School Board for any loss occasioned by the acts of County officers, agents, and employees, including attorney fees and expenses of litigation.
4. Shall assist in the establishment of an ad hoc committee to evaluate the entire radio system, where there is an effort to modify the communication system to improve or maintain communication. There is a need to interface radio capabilities between the School System Police ~~Force~~ Department, Cherokee County Marshals Office (E-911, Marshals and EMA), and the Cherokee ~~County~~ Sheriff's ~~Department~~ Office and Cherokee County Fire Department.

5. Shall coordinate needs determinations and future County construction projects with the School Board's Department of Planning and Forecasting, as specifically related to roads and land use.

6. Shall correspond the needs of planned county 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.

7. 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 county plans for land usage and vice versa. This initiative will include the sharing of database information, such as population trends, enrollment, zoning applications, etc.

8. Shall 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 County. To insure the school system impact is clearly understood, the School District information form routinely transmitted to the County Planning Commission shall be modified to reflect short and long-term financial and programmatic impact on the school system. A school system representative designated by the Superintendent of Schools shall attend and/or submit written explanation of the educational impact for each relevant case considered by Planning Commission.

9. Shall grant a school system representative staff-status at public zoning meetings, so that school system analysis and recommendations in this regard are routinely considered in that forum.

10. Shall conduct joint meetings of the entities' Financial Management representatives to collaborate on recommendations for an accounting/ledger/payroll/purchasing system that may be purchased/used jointly.

11. Shall conduct joint meetings of the entities' Purchasing Departments to collaborate on recommendations for a future joint purchasing/joint bidding purchasing system.

12. Shall conduct a joint, collaborative effort to development recommendations for fleet maintenance, general maintenance and a future, joint fueling station.

13. Shall develop a communication system which enhances daily/routine communication between representatives of the two entities on matters of importance (i.e., exchange of e-mail/direct line information between the two parties).

14. Continue with the partnership agreement between the School ~~System~~ District and the Cherokee Recreation and Parks Agency, to wit:

1. 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 camp activities. As a result of this partnership agreement, CRPA must adhere to all local, State or Federal laws regarding education.
2. ~~In conjunction with Cherokee County Youth Basketball (CCYB)~~ CRPA will provide a ~~enhanced~~ youth recreational basketball program in school gymnasiums ~~this (2010-11) upcoming season~~ and conduct an interview with the principal of each aforementioned facility prior to and after the use of the facility.
3. Abide by the rules and regulations contained in the facility use contract at each facility and those contained in the Community Use of ~~System~~ District Facilities Policy (KG), including custodial and supervisory fees when applicable.
4. Provide a certificate of insurance naming the Cherokee County School Board as an additional insured on the liability insurance policy.
5. Continue to allow the School Board and/or its schools use of CRPA parks and facilities when available. The School ~~System~~ District has leased the following facilities baseball/softball fields at Hobgood Park, Recreation Center, J.J. Biello Park, ~~amphitheater~~ and multipurpose field at Hobgood Park and Kenney Askew

- Pavilion. Schools/School Board using outdoor facilities during non-peak hours (8 a.m. – 4 p.m. on weekdays) will have all fees waived.
6. Schools/School Board using outdoor facilities during peak hours or indoor facilities at any time will be charged fees comparable to the School Board's Facility Use Policy.
 7. Work cooperatively with the School Board's Transportation Department to arrange for bus lease agreements during applicable school break times for the purposes of camp participant transportation, providing proof of insurance, compensation for mileage and drivers.
 8. Work cooperatively with CCSD and the High School Swim Teams to provide lane space for practices and swim meets, when available, at the Cherokee County Aquatic Center and charge applicable custodial, utility, maintenance and supervisory fees.
15. Provide internship opportunities for Cherokee County School District students as it relates to the Career Pathways initiative.
16. Provide fire safety education materials and instruction for kindergarten and fourth grade (or other appropriate grade level), delivered through the Cherokee County Fire Department's Public Education program.
17. Offer high schools a teen driver safety demonstration/program ("Ghost Out") coordinated by the Fire Department in conjunction with other public safety departments.
18. Provide Career Day speakers from various departments within County Government, including Sheriff's Office and Fire Department.
19. Provide information for youth interested in participating in the Fire Explorer Program coordinated by the Fire Department for youth ages 14-21.

20. Abide by the rules and regulations contained in the facility use contract at each facility and those contained in the Community Use of ~~System~~ District Facilities Policy (KG), including custodial and supervisory fees when applicable.

ARTICLE IV

The term of this contract is ~~December 2, 2010 through December 1, 2011~~ January 19, 2017 through January 19, 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 110 Academy Street, Canton, Georgia 30114, and to the County Manager, at 90 North Street, Suite 310, Canton, Georgia 30114.

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

CHEROKEE COUNTY BOARD OF
COMMISSIONERS

By: L.B. "Buzz" Ahrens, Chairman

By: Jerry Cooper, County Manager

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