

Agenda Request Form

Cherokee County School District

Meeting Date
August 11, 2016

Agenda Item Number
A-6

Title
Approval of Partnership Agreements
Requested Action
Board Consideration of Superintendent’s Recommendation to Approve Renewal of Partnership Agreements with the Cherokee County Council of PTA and the Cherokee County YMCA
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 Partnership Agreements with the Cherokee County Council of PTA and the Cherokee County YMCA.</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)

Initialized: 3/3/99
 Revised: 2/1/16

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

CHEROKEE COUNTY COUNCIL of PTA

This agreement entered into on this 11th day of August, 2016 ~~19th day of August, 2010~~ by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board"

And

Cherokee County Council of PTA, hereinafter referred to as "Council PTA."

WHEREAS, the School Board's mission is to educate the emerging generation through learning environments designed to increase the performance of all students ~~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;~~ 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, Council PTA's mission is to support and speak on behalf of children and youth in schools, in the community and before governmental bodies and other organizations that make decisions affecting children; to assist parents in developing the skills they need to raise and protect children; and to encourage parent and public involvement in the public schools of this nation; and,

WHEREAS, the Council PTA's theme is "Every Child, One Voice;" and,

WHEREAS, Council PTA intends to work closely with the Board of Education and Superintendent of Schools in order to establish priorities and promote issues that benefit our school community; and to continue the communication and support between the Council, Board of Education, Local Units and our Community while promoting the Six Standards of PTA: Welcoming All Families, Communicating Effectively, Supporting Student Success, Speaking Up for Every Child, Sharing Power, and Collaborating with the Community. ~~WHEREAS, Council PTA has established their goals for 2010-2011 as improved communication and support between the Council, Board of Education, Local Units and our Community; aggressive pursuit of legislative issues that directly and indirectly affect Cherokee County children's education and well-being; outreach efforts which will focus on improving the engagement of families in education, help for families with limited English proficiency and all families in need county-wide; inclusion of intergenerational support within the school community; a continued emphasis on literacy; support for MUST Ministries and the Cherokee County Family Violence Center; establishment of a grant review team; continuation of Council's Exceptional Children's Committee; and the establishment of "innovation zones" PTA governance structure to help assist the effort for seamless education.~~

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 opportunity for Council leadership to provide information and refreshments at the CCSD Leadership Symposium ~~Superintendent's Annual Administrative Workshop.~~
2. Distribute information to school principals regarding Council's collection drives for their community outreach programs.
3. Support the concept of PTA programs at every school site.
4. Provide professional development opportunities for PTA Council leadership.
5. Link PTA Council's website to the Cherokee County School System homepage, provided appropriate firewalls and software are in place.
6. Endorse PTA sponsored activities and events and provide the use of system facilities for these events, including the Annual District PTA Conference.

7. Conduct biannual meetings between PTA Council leadership and the Superintendent of Schools and/or his designee(s).
8. Provide a mailbox, paper, copying and faxing arrangements for information distribution to schools and athletes.
9. Provide a page for correspondence to parents in the Annual Student/Parent Handbook.
10. Print the Council PTA Handbook and newsletter (PTA providing paper) at the School System Print Shop.
11. Work cooperatively with Council leadership and their Grant Review Team to pursue grant opportunities.
12. Allow for the opportunity for Innovation Zone Lead Principals to meet with Council of PTA leadership representatives to provide information relative to communication and implementation of zone initiatives/strategies to local PTA units and the community.
13. Appoint PTA representatives to an ad hoc committee to serve as a full partner in the development of a local Wellness Policy as required by the Child Nutrition and Reauthorization Act.

ARTICLE III

PTA Council will:

1. Sponsor the breakfast segment of the CCSD Leadership Symposium ~~Superintendent's Annual Administrative Workshop~~.
2. Conduct an interview with the principal of each aforementioned facility prior to and after use of the facility.
3. Abide by the rules and regulations contained in the Community Use of System Facilities Policy (KG), including custodial and supervisory fees when applicable.
4. Continue to maintain a website linked to the Cherokee County School System homepage.
5. Cooperatively develop a Legislative Program, offer parent training classes and apply for grants with the Cherokee County School System.
6. Provide a bi-monthly report at the Cherokee County Board of Education meeting.
7. Provide scholarship opportunities for Cherokee County students.
8. Provide a leadership representative for each School District Innovation Zone in order to assist with communication and implementation of Zone initiatives/strategies to local PTA units and the community.

9. Support supplemental educational programs which meet certain established criteria and support the joint goals of the Cherokee County Board of Education and the Cherokee County Council of PTA as outlined herein and is approved by the Office of Educational Programs, Student Support and Professional Development.

10. Work with School District staff as it strives to establish standard policies and practices in the ESOL program, especially at the middle and high school levels, by providing support for learning tools. In conjunction with community-based organizations and School District representatives, explore development of a "Welcome Packet" of applicable information to all incoming ESOL students. Also, PTA will work to establish ongoing communication with the School District parent facilitators in Title I schools.

11. In conjunction with the Office of Educational Programs, Student Support and Professional Development, establish models for academically rigorous experiences for students during the summer (suggested software, books and DVDs).

12. Continue to refine and utilize programs that would increase the scope and number of volunteers at each school through the implementation of the Family Engagement standards of our National PTA.

13. In conjunction with School District staff, communicate with parents relative to strategies, activities and programs for improving attendance and decreasing truancy. PTA will consider appointing a representative to serve as an active participant on the Cherokee County Truancy Panel.

14. Serve as a full partner in the development of a local Wellness Policy as required by the Child Nutrition and Reauthorization Act.

15. 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, PTA must adhere to all local, State or Federal laws regarding education.

16. Continue to support Safety Town, an annual program during which comprehensive safety messages are taught by safety professionals to kindergarten age children.

17. The PTA Council Executive Board will consider approval of a resolution in support of the 2016 Education SPLOST renewal referendum and associated bonds. The PTA Council will provide information to all PTA units and members about the importance to the community at-large of the successful passage of the Education SPLOST referenda renewal, including the Executive Board's resolution of support.

ARTICLE IV

The term of this contract is August 11, 2016 through August 11, 2017 ~~August 19, 2010-
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 Cherokee County Council PTA, 110 Academy Street, Canton, GA 30114.

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

CHEROKEE COUNTY COUNCIL PTA

THE CHEROKEE COUNTY BOARD
OF EDUCATION

Kathy Strom, Cherokee County
Council of PTA, President

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

THE CHEROKEE OUTDOOR YMCA

AND

G. CECIL PRUETT COMMUNITY CENTER FAMILY YMCA

AND

METRO ATLANTA YMCA

This agreement entered into on this ~~17th day of March, 2016~~ August 11, 2016 by and between
The Cherokee County Board of Education, hereinafter referred to as the “School Board”

And

The Cherokee Outdoor YMCA, hereinafter referred to as “Outdoor YMCA”

And

G. Cecil Pruett Community Center Family YMCA hereinafter referred to as “Family YMCA”

And

The Metro Atlanta YMCA hereinafter referred to as “Metro Atlanta YMCA.”

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, 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 YMCA is an association of volunteers, members and staff open to serving all, providing programs and services which develop spirit, mind and body, and

WHEREAS, the Metro Atlanta YMCA has available multiple branches in the metro-Atlanta area providing for people at any life stage, the best solution for every day quality time that promotes personal, family and community well-being, and

WHEREAS, the Metro Atlanta YMCA provides mission-driven menus of daily activities: that unite people and foster inclusion of the underserved; and that develop spirit, mind and body and adapt well to participants of all ages, abilities, faiths, beliefs and incomes, and

WHEREAS, The Metro Atlanta YMCA has, as well as the availability of financial assistance based on need, one-on-one instruction, coaching and monitoring for adults utilizing THE COACH APPROACH- An exercise Support Process® program.

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. Transportation Department will work cooperatively with YMCA officials in order to arrange for a bus lease agreement for the YMCA summer program.

2. Will provide continued use of school facilities, as available, for YMCA programs. In the event such facilities/areas being utilized by the YMCA are needed for additional educational buildings/classrooms, the School System will provide a comparable site with appropriate improvements for utilization by Cherokee County School System students and the YMCA.

3. Will pursue the opportunity for additional school/YMCA recreational facility partnerships throughout the county.

4. Office of Educational Programs, Student Support, and Professional Development will assist in the development of curriculum pertaining to outdoor issues as well as joint grant opportunities.

5. Will promote YMCA programs through existing communication channels, as permitted by School Board policy.

6. Shall consider the opportunity for a joint site/facility development when determining the needs/location of future school site(s).

7. Will pursue the opportunity for the YMCA to install a sprinkler system at Liberty ES recreation fields, including joint (PTA/YMCA) fundraising efforts in this regard. YMCA will be required to set a separate water meter and pay any bills relative to irrigation water consumption.

8. Will encourage School Board employees to explore involvement with the Metro Atlanta YMCA as an option for family recreation, skill building and health enhancement.

9. Will post a page dedicated only to the Metro Atlanta YMCA on the School Board's intranet following the suggested wording, layout and design attached in Appendix A.

10. Will position the collaboration with the Metro Atlanta YMCA as a wellness partnership and refrain from the use of the word "discount" or posting the Metro Atlanta YMCA among for-profit retailers who offer employee discounts.

11. Will confirm enrolled employees are currently active employees and eligible for the reduced rate.

12. Will collaborate on the preparation of joint promotional efforts regarding the Metro Atlanta YMCA affiliation including the content and cost division of such efforts. Use of each party's name must be specifically approved in writing by the authorized representative of each party in advance of the release of any promotional materials.

13. Will support the YMCA's efforts to educate elementary-age students regarding childhood obesity through its Youth Fit for Life (YFFL) program, which is predicated on a wellness curriculum offered within the context of After School Programs at local elementary schools.

14. Will provide for use of facilities, school staff to be trained as YFFL program instructors, and partner with the YMCA to seek funding to support the YFFL program.

15. Will only provide YFFL to students with the supervision and approval of the YMCA; and, use the YFFL brand only following prior written permission by the YMCA of Metro Atlanta, Inc.

ARTICLE III

Outdoor YMCA:

1. Will work cooperatively with the School Board's Transportation Department to arrange for a bus lease agreement and will provide proof of insurance, compensation for mileage and drivers.

2. Will provide the opportunity for outdoor education field trip programs; including scholarships for low income situations and expansion to more focused programs for middle school/high school (water quality issues and opportunities and internships).

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 (KG), including custodial, utility and supervisory fees when applicable.

4. Will pursue the opportunity for additional school/YMCA recreational facility partnerships throughout the county.

~~5. Will provide for installation of a sprinkler system at Johnston ES soccer field.~~

~~Will at its expense provide for the installation of a sprinkler system and new turf at Johnston ES soccer field.~~

~~Will provide a separate water meter (as funds become available) and pay any water bills relative to irrigation water consumption.~~

~~Will secure contractor and supervise construction of the field improvements (all work will be approved in advance with Johnston 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 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 repairing damages. The appropriate party shall be responsible for the cost and repair of the field. The YMCA will supervise the repairs by a mutually agreed upon contractor.~~

~~Will limit the use of the gym and field to Saturdays from 8:00 a.m. to 9:00 p.m., Sundays from 1:00 p.m. to 6:00 p.m. and weekdays from 5:30 5:00 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. Summer use of gym will be limited to four weeks, Monday through Friday from 7:00 a.m. to 6:30 p.m. The schedule will be agreed to by both parties.~~

6. Will continue to allow the School Board use of YMCA facilities for meetings, as available.

7. Shall consider the opportunity for a joint site/facility development when determining the needs/location of future YMCA site(s).

8. Will provide an informational packet to administrators, including field trip opportunities and the Outdoor Education Program.

9. Will pursue the opportunity for installation of a sprinkler system at Liberty ES recreation fields, including joint (PTA/YMCA) fundraising efforts in this regard.

10. 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. 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 YMCA must adhere to all local, State or Federal laws regarding education.

11. Will pursue joint grant opportunities in both parties' best interest.

ARTICLE IV

Family YMCA:

1. Will work with School District middle/high school teenagers to develop youth programs for the Teen Center at the Family YMCA.
2. Will develop a learn-to-swim program for interested elementary students.
3. The YMCA will provide the research-based and tested Youth Fit for Life curriculum for use in elementary After School Programs (ASP), will provide training for ASP instructors, supervision of the program, student testing and evaluation, supplies, start-up funding and collaborate with the School Board to seek additional funding for the program.
4. 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. 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 Family YMCA must adhere to all local, State or Federal laws regarding education.
5. Will pursue joint grant opportunities in both parties' best interest.

ARTICLE V

Metro Atlanta YMCA:

1. Will reduce standard monthly rates for School Board adult employees (18 years of age and older) to the following:

Monthly rates:

- Family \$73
- Adult (25-59) \$46
- Young Adult (19-24) \$30
- Two Adults \$67
- Senior Adult (60 plus) \$44
- Senior Family (one over 60) \$62
- Teen (13-18) \$24

This rate requires employees to pay monthly by credit card or bank draft. The Metro Atlanta YMCA reserves the right to make rate increases; the increases will be added to the existing reduced rates and assess traditional joining fees: \$69 for single person memberships and \$99 for multi-person memberships. The employee must go to the School Board Intranet page/link to access the reduced-rate membership.

2. Will create for the School Board intranet a page with information about YMCA locations and programming and a link to request the reduced monthly rates.
3. Will create a house account with no fees attached for the School Board that will act as the existing member household that is referring any employees who wish to join at the up to 20% reduced rates. Existing employees who are already members and qualify for the member referral campaign can self-identify their desire to refer a new employee; the YMCA will connect these employee households instead of using the house account, so existing employees can also benefit. The

YMCA will not automatically reduce the rates of any current employees who are members, as this would constitute a discount.

4. Will check on a monthly basis that all eligible or existing members are current employees.

5. Will collaborate on the preparation of joint promotional efforts regarding this affiliation including the content and cost division of such efforts. Use of each party's name must be specifically approved in writing by the authorized representative of each party in advance of the release of any promotional materials.

6. Metro Atlanta YMCA shall indemnify, defend and hold harmless the School Board, as well as each entity's officers, directors, employees, agents, affiliates and subsidiaries together with their successors and assigns from and against any and all liability, claims, demands damages, losses, expenses, obligations, actions or causes of action (including reasonable attorney fees) which the School Board, might sustain, pay or suffer, by reason of any act, omission or negligence by Metro Atlanta YMCA, its employees, agents, successors or assigns, or anyone claiming under it or through it or them, or resulting from any breach, violation or nonperformance or any covenant, condition or agreement herein contained, including, but not limited to, claims arising from or alleged to have arisen in whole or in part as a result of injury sustained by a School Board employee while participating in exercise activities at a Metro Atlanta YMCA location or through participation in THE COACHAPPROACH® exercise support program.

ARTICLE VI

Facility use/rental fees will be waived (utility, custodial and supervisory fees will be charged when applicable) in all of the aforementioned requests for facility use. Both parties will abide by a bus lease agreement under which the school district is reimbursed for the actual expenses of operating the buses and where the Cherokee County School Board will be listed as an additional insured on the liability policy.

ARTICLE VII

The term of this contract is ~~March 17, 2016 through March 17, 2017~~ August 11, 2016 through August 11, 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 VIII

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, Canton, Georgia 30114, and to the Director, Cherokee Outdoor YMCA, 201 East Bells Ferry Road, Woodstock, Georgia 30189 and Branch Executive, G. Cecil Pruett Community Center Family YMCA, 151 Waleska Street, Canton, GA 30114.

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

CHEROKEE OUTDOOR YMCA,
G. CECIL PRUETT COMMUNITY
CENTER FAMILY YMCA, METRO
ATLANTA YMCA

THE CHEROKEE COUNTY BOARD OF
EDUCATION

Vice Chairman, Clara Mae Van Brink

By: Kyla Cromer, Chairman

Dave Andrews
Executive Director, Cherokee Outdoor
YMCA and G. Cecil Pruett Community
Center Family YMCA

By: Dr. Brian V. Hightower
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

APPENDIX A

YMCA

Cherokee County Board of Education and the YMCA of Metro Atlanta are partnering to create a healthier community. To take advantage of these reduced rates, click on the Get Started link below to begin the Referral Process. These reduced rates* will only be available by clicking on the Get Started link below.

- Family \$73
- Adult (25-59) \$46
- Young Adult (19-24) \$30
- Two Adults \$67
- Senior Adult (60 plus) \$44
- Senior Family (one over 60) \$62
- Teen (13-18) \$24

After following the link and creating your account online, all you need to do is go into the Y location of your choice, complete the needed paperwork and have your picture taken for your permanent card.

[Get started](#)

* This offer is valid for referred individuals who are new facility members of the Metro Atlanta YMCA or for previous Metro Atlanta Y members whose termination date either precedes the campaign start date or has lapsed by at least 90 days since the campaign start date. Member referral rates require annual or semi-annual paying members to switch to a continuous payment method. Rates of current financial assistance members will not be further lowered.

This offer has no cash value, may not be used with financial assistance rates lower than the published member-referred rates, and cannot be combined with any other certificate, voucher, charge item or corporate third party pays, or grandfathered rate. Any future price increases will be assessed on this reduced base rate.