



# Agenda Request Form

Meeting Date	Agenda Item Number
February 17, 2022	A-6

Title
Approval of Renewal of Partnership Agreement with Cherokee Soccer Association
Requested Action
School Board Consideration of Superintendent's Recommendation to Approve Renewal of the Partnership Agreement with Cherokee Soccer Association
Summary Explanation and Background
<p>One of the School Board's Blueprint 2020-24 Five Priority Areas is increasing meaningful family, partner and community engagement. We believe the meaningful connections we forge with students, families and community partners positively influence how we teach, lead and prepare graduates for success in a knowledge-based, technology rich and culturally diverse world.</p> <p>The School Board is requested to consider the Superintendent's recommendation to approve the Partnership Agreement renewal with Cherokee Soccer Association.</p>
Priority Area
Family, Partner and Community Engagement
Financial Impact
N/A
Exhibits: (List)
Agreement Attached
Source of Additional Information
Dr. Brian V. Hightower                      770.479.1871 Barbara Jacoby                                770.479.1871

PARTNERSHIP AGREEMENT  
BETWEEN  
THE CHEROKEE COUNTY BOARD OF EDUCATION  
AND  
CHEROKEE SOCCER ASSOCIATION

This agreement entered into on this ~~14<sup>th</sup> day of December, 2017~~ 17<sup>th</sup> day of February, 2022, 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 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:

ARTICLE II

The School Board:

1. Will provide continued use of Sixes ES outdoor recreational soccer fields beginning in August 2003.
2. Will provide a new facility use partnership for outdoor recreational soccer fields at Arnold Mill ES, effective January 1, 2018.
3. Will provide a new facility use partnership for outdoor recreational soccer fields at Clark Creek ES STEM Academy, effective February 17, 2022.
4. Will provide a new facility use partnership for outdoor recreational soccer fields at Hasty ES Fine Arts Academy, effective February 17, 2022.
5. Will provide a new facility use partnership for outdoor recreational soccer fields at R.M. Moore ES STEM Academy, effective February 17, 2022.
6. Will provide a new facility use partnership for outdoor recreational soccer fields at Cherokee HS, effective February 17, 2022.
7. Will continue to promote CSA community-based programs through existing communication channels, as permitted by School Board policy.

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. ~~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.~~

- ~~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).~~
- ~~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.~~

5. For new facility use partnership for soccer fields at Arnold Mill ES, Clark Creek ES STEM Academy, Hasty ES Fine Arts Academy, R.M. Moore ES STEM Academy and Sixes ES; ~~will develop field space through various upgrades.~~

- Will secure contractor and supervise construction of the any field improvements (all work will be approved in advance with the Office of Support Services).
- 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.
- Will limit the use of the fields to Saturdays from 8 a.m. to 8 p.m., Sundays from 1 to 6 p.m. and weekdays from 5:30 p.m. to 9 p.m. Field use during the summer shall be limited to Monday through Saturday from 8 a.m. to 9 p.m. and Sundays from 1 to 6 p.m. A

mutually agreed upon period of time will be set-aside during each summer for turf recovery and maintenance.

6. For facility use partnership for soccer fields at Cherokee HS:
  - Will secure contractor and supervise construction of the any field improvements (all work will be approved in advance with the Office of Support Services).
  - 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.
  - Will provide soccer equipment to Cherokee HS in the form of: goals, balls, and gear for intramural programs.
  - Will make a monetary donation towards more permanent goals and other equipment at Cherokee HS as needed.
  - Will limit the use of the fields to Saturdays from 8 a.m. to 8 p.m., Sundays from 1 to 6 p.m. and weekdays from 5:30 to 9 p.m. Field use during the summer shall be limited to Monday through Saturday from 8 a.m. to 9 p.m. and Sundays from 1 to 6 p.m. A mutually agreed upon period of time will be set-aside during each summer for turf recovery and maintenance.
7. In conjunction with Cherokee Recreation & Parks Agency, will provide mowing services and ongoing upgrades to fields, as needed.
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, CSA 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~~ February 17, 2022 through February 17, 2023. 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 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, Executive Director  
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