

Agenda Request Form

Cherokee County School District

Meeting Date
December 13, 2018

Agenda Item Number
A-5

Title
Approval of Renewal of Partnership Agreements with the Cherokee County Educational Foundation and Cherokee Tennis Association
Requested Action
School Board Consideration of Superintendent's Recommendation to Approve Renewal of Partnership Agreements with the Cherokee County Educational Foundation and Cherokee Tennis Association
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 Educational Foundations and Cherokee Tennis Association.</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				
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Dr. Brian V. Hightower</td> <td style="text-align: right;">770.479.1871</td> </tr> <tr> <td>Barbara Jacoby</td> <td style="text-align: right;">770.479.1871</td> </tr> </table>	Dr. Brian V. Hightower	770.479.1871	Barbara Jacoby	770.479.1871
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

CHEROKEE COUNTY EDUCATIONAL FOUNDATION

This agreement entered into on this ~~6th day of December, 2012~~ 13th day of December, 2018 by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board" and Cherokee County Educational Foundation hereinafter referred to as "~~Foundation~~" "CCEF."

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 ~~Foundation's~~ mission of CCEF is to support students and staff of the School District by promoting teaching and learning and celebrating achievements; and,

WHEREAS, ~~the Foundation~~ CCEF seeks funding and resources to enrich Cherokee County School District schools in areas not fully funded in the regular school 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 will:

1. Serve in four ex-officio roles on ~~the Foundation's~~ CCEF's 'Board of Directors: School Board Chairman, School Board Vice Chairman, Superintendent of Schools (or designee) and ~~Assistant Superintendent for Financial Management~~ Chief Financial Officer (or designee).
2. Recognize ~~the Foundation~~ CCEF as a School-Allied entity for Facility Use and Special Interest Materials Distribution purposes.
3. Provide the use of and access to office space, equipment, supplies and other resources in the Office of Public Information, Communications and Partnerships.
4. ~~Provide the use of and access to the Teacher Resource Center at ACE Academy.~~
5. Provide meeting space in ~~the Historic Canton High School/School Board Auditorium~~ CCSD schools and offices, as needed.
6. ~~Provide the Foundation a web page on the School District website to communicate information, as permitted by School Board policy, and provide a link on the School District website to the Foundation's CCEF's website when it is constructed.~~
7. Provide a School District voicemail mailbox for receipt of ~~Foundation~~ CCEF messages.
8. Promote ~~Foundation~~ CCEF programs and events through existing communication channels, as permitted by School Board Policy, including the posting of notices on the online Virtual Community Bulletin Board.
9. Allow a countywide payroll deduction option for donations to ~~the Foundation~~ CCEF, with the assurance of both parties of maintaining employee confidentiality.
10. Provide the opportunity for a ~~Foundation~~ CCEF representative to speak at the Superintendent's annual opening of school year Administrative Workshop and Principals' Meetings.
11. Provide the opportunity for School District employees to work cooperatively with ~~the Foundation~~ CCEF to hold special fundraising events in schools, including the annual awareness T-shirt campaign, and the community.

~~12. Provide a School District Office of Financial Management audit of Foundation finances and assistance with filing of an IRS tax-exempt application and Federal and State tax returns.~~

13. Pursue joint grant opportunities in both parties' best interests.

14. Promote CCEF programs and events through existing communication channels, as permitted by School Board policy.

ARTICLE III

The Foundation CCEF will:

1. Provide financial support to the School District through sponsorship of educational programs and grants to schools, teachers, staff and students.

2. Abide by the rules and regulations contained in the Community Use of System Facilities Policy (KG).

~~3. Provide Foundation content for a web page on the School District website that will be linked to the Foundation's website when it is constructed.~~

4. Maintain employee confidentiality in regard to payroll deductions made as donations to ~~the Foundation~~ CCEF.

5. Provide a ~~Foundation~~ CCEF representative to speak at the annual Administrative Workshop and Principals' Meetings.

6. Pursue joint grant opportunities in both parties' best interests.

7. 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 Foundation~~ CCEF must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is ~~December 6, 2012 through December 5, 2013~~ December 13, 2018 through December 13, 2019. 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~~ PO Box 769, Canton, Georgia 30114~~69~~, and to Cherokee County Educational Foundation, P.O. Box 4754, Canton, Georgia 30114.

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

CHEROKEE COUNTY
EDUCATIONAL FOUNDATION

THE CHEROKEE COUNTY BOARD
OF EDUCATION

Billy Hayes, President

By: Kyla Cromer, Chairman

Kevin Williams, Vice President

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

CHEROKEE TENNIS ASSOCIATION

This agreement entered into on this ~~6th day of December, 2012~~ 13th day of December, 2018 by and between

The Cherokee County Board of Education, hereinafter referred to as the "School Board"

And

Cherokee Tennis Association hereinafter referred to as "CTA."

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, 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, CTA's purpose is to promote the development of tennis as a means of healthful recreation and physical and mental well-being for all residents of north Georgia; and,

WHEREAS, CTA is dedicated to growing league play and bringing the best tennis programs possible to the citizens of Cherokee County.

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 CTA programs and events through existing communication channels, as permitted by School Board policy, including the posting of notices on the online Virtual Community Bulletin Board.
2. Explore professional development opportunities in both parties' best interests.
3. Pursue joint grant opportunities in both parties' best interests.

ARTICLE III

CTA will:

1. Sponsor a free USTA (United States Tennis Association) training workshop for School District elementary school Physical Education (PE) teachers and provide free equipment and curriculum to all School District elementary schools that agree to become USTA members and teach four weeks of tennis curriculum for two school years.
2. Sponsor an end-of-year tennis festival for participating elementary schools.
3. Provide speakers for Career Days and similar opportunities.
4. Explore professional development opportunities in both parties' best interests.
5. Pursue joint grant opportunities in both parties' best interests.
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, CTA must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is ~~December 6, 2012 through December 5, 2013~~
December 13, 2018 through December 13, 2019. 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~~ P.O. Box 769, Canton, Georgia 301469, and to Cherokee Tennis Association, P.O. Box 591, Holly Springs, Georgia 30142.

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

CHEROKEE TENNIS ASSOCIATION

THE CHEROKEE COUNTY BOARD
OF EDUCATION

~~Scott Blackwell~~ Patrick Rosenberger,
President

By: Kyla Cromer, Chairman

~~Cindy Raftis~~ Katherine Scragg, Junior
League Coordinator

By: Dr. Brian V. Hightower
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire