

Agenda Request Form

Cherokee County School District

Meeting Date
November 3, 2016

Agenda Item Number
A-5

Title
Approval of Partnership Agreements
Requested Action
Board Consideration of Superintendent's Recommendation to Approve Renewal of Partnership Agreements with Atlanta Area Council Boy Scouts of America, Cherokee Day Training Center and Northside Hospital-Cherokee
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 Atlanta Area Council Boy Scouts of America, Cherokee Day Training Center and Northside Hospital-Cherokee.</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)

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

The Atlanta Area Council Boy Scouts of America

This agreement entered into on this ~~21st day of October, 2010~~ 3rd day of November 2016, by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board" and The Atlanta Area Council Boy Scouts of America hereinafter referred to as "Boy Scouts."

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, utilize technology effectively 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 Boy Scouts mission is to prepare young people to make ethical and moral choices over the course of their lifetime by instilling in them the values in the Scout oath and Law, and

WHEREAS, through its programs for Cherokee County students the Boy Scouts helps its members in achieving their full potential; and,

WHEREAS, the Boy Scouts are committed to expanding their program to include an increasing number of youth.

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 use of school system facilities for Boy Scout functions and programs, including the Fall Cub Scout Round-up "School Night for Scouting."

2. Provide opportunities for recruitment, including displays at elementary and middle schools, scouting information in newsletters and through other existing communication channels.

3. In conjunction with the ~~Accountability, Technology and Strategic Planning Office~~ Division of Educational Programs, conduct career interest surveys in high schools.

4. Assist in access for room "buzz ups" by Boy Scout personnel, via classroom visits, announcements and/or video/closed-circuit presentation, as approved and scheduled by principals.

5. Provide a School System liaison to work with the Scouts in organizing events.

ARTICLE III

The Boy Scouts will:

1. Work with the School Board to align programs to curriculum frameworks and objectives.
2. 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.
3. Conduct an interview with the principal of each facility prior to and after the use of the facility.
4. 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 Boy Scouts must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

Facility use/rental fees will be waived in all of the aforementioned requests for facility use, except for applicable supervisory, utility and custodial fees.

ARTICLE V

The term of this contract is ~~October 21, 2010 through October 20, 2011~~ November 3, 2016 through November 3, 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 VI

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 District Executive, Cherokee/Pickens District, Atlanta Area Council, Boy Scouts of America, 100 Edgewood Avenue, 4th Floor, Atlanta, Georgia 30303-3026.

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

ATLANTA AREA COUNCIL BOY
SCOUTS OF AMERICA

THE CHEROKEE COUNTY BOARD
OF EDUCATION

Lee Smathers, District Executive,
Appalachian Trail

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
CHEROKEE DAY TRAINING CENTER, INC.

This agreement entered into on this ~~11th day of November, 2010~~ 3rd day of November, 2016 by and between The Cherokee County Board of Education, hereinafter referred to as the "School Board" and Cherokee Day Training Center hereinafter referred to as the "Center or CDTC."

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, utilize technology effectively 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, it is the Center's mission to assist Cherokee County residents with developmental disabilities to achieve their highest levels of independence, development and health, and

WHEREAS, the Center shall assist these consumers to decrease dependency, to support their increased presence and participation in an assortment of valued roles throughout the community; to respect and support individual choices and decisions; and to empower Cherokee County residents with developmental disabilities to reach their full potential by living and working in the least restrictive environment possible.

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 use of school system facilities, as available, for CDTC recreational programs, meetings and functions, including a waiver of the rental fee as per the Community Use of System Facilities Policy (KG). (In the event of an emergency that renders the Training Center facilities inoperable, Cherokee HS, Canton ES STEM Academy, ACE Academy ~~CrossRoads Alternative MS/HS~~ and Holly Springs ES STEM Academy will be utilized as alternate service delivery sites.)
2. Provide fuel, maintenance and driver training programs for CDTC's transportation fleet.
3. Create a transition program to the CTC, whereby students with severe and/or profound range of intellectual functioning and in last year of attendance in the Cherokee County School System, would spend a portion of their day at the CDTC with school system teachers to facilitate a smooth adjustment for students and families. Collaboration between the organizations shall ensure progress is not lost with individuals with disabilities.

ARTICLE III

CTC will:

1. Continue to provide space for students with developmental disabilities as needed by the Cherokee County School System and as available at the CDTC.
2. Abide by the rules and regulations contained in the facility use contract at each school facility that CDTC may use and those contained in the Community Use of System Facilities Policy (KG).
3. Conduct an interview with the principal of each aforementioned facility prior to and after use of the facility.
4. 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, CTC must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is November 3, 2016 through November 3, 2017 ~~November 11, 2010 through November 10, 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 Executive Director of the Cherokee Day Training Center, 133 Univeter Road, Canton, GA 30114.

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

CHEROKEE DAY TRAINING CENTER

THE CHEROKEE COUNTY BOARD
OF EDUCATION

Heather Daily, Executive Director

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
NORTHSIDE HOSPITAL, INC.

This Agreement is made and entered into this 3rd of November, 2016 ~~13th day of August, 2015~~ by and between the Cherokee County Board of Education, hereinafter referred to as the "School Board"

And

Northside Hospital, Inc. (in connection with its Northside Hospital-Cherokee campus), hereinafter referred to as "Hospital."

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, utilize technology effectively, 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, Hospital is an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code, as amended, that operates in furtherance of its charitable tax exempt purposes to meet community need and ensure the provision of affordable, convenient, appropriate quality health care services for the benefit of the community it serves. Hospital strives to provide quality, personalized, competitive healthcare services to meet the needs and exceed the expectations of all patients and customers; and,

WHEREAS, Hospital owns and operates Northside Hospital-Cherokee located at 201 Hospital Road, Canton, Cherokee County, Georgia and additional hospital campuses and related healthcare or ancillary medical facilities and

services in the metropolitan Atlanta area. Hospital is a leader in providing healthcare services focused on patient wellness and is synonymous with quality; and,

WHEREAS, Hospital works in the development of cooperative relationships with community agencies and the School Board and is an active participant in the development of the community; and,

WHEREAS, Hospital supports the Cherokee County Educational Foundation ("CCEF") in the manner specified in the 2016-2017 ~~2015-2016~~ CCEF sponsorship package; and

WHEREAS, Hospital desires to provide financial and other support to the School Board and School District as provided herein, and the School Board wishes to recognize Hospital as Cherokee County's major hospital, healthcare facility, and healthcare provider and as the exclusive healthcare sponsor of the School District pursuant to the terms and conditions of this Agreement.

STATEMENT OF AGREEMENT

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

School Board will:

1. Promote, with the prior approval of Hospital's Marketing and Communication Department, Hospital programs through existing communications channels, as permitted by School Board Policy, including, but not limited to, identification of Hospital as a sponsor in School Board newsletters and publications, press releases, appropriate signage, banquet programs, etc.
2. Recognize Hospital as the exclusive hospital, health care facility, or healthcare provider of School Board activities and programs outlined in this Agreement provided, however, if the School Board desires to obtain healthcare services or sponsorship of its activities beyond those outlined in this Agreement, the School Board must first offer Hospital the right to provide such services or sponsorship and if Hospital decides to provide

such services or sponsorship, this Agreement shall be amended appropriately.

3. Recognize Hospital as primary provider of health education by a third party to School District elementary, middle and high schools through Hospital's Junior Health Advocate Program, with Hospital offered the right of first refusal to provide such programs. Hospital programs will be made available and scheduled by teachers at their discretion but shall be limited to three per year, per grade level; communication in regard to scheduling will be between the individual school and the Hospital's Junior Health Advocate Program Coordinator.
4. Designate the Director of Public Information, Communications and Partnerships to meet quarterly with Hospital to review Partnership activities during the prior quarter and assess future Partnership activities.

ARTICLE III

Hospital will:

1. Make a gift to the School Board of ~~\$41,500~~ \$25,000 during each annual term. Payments will be submitted to Cherokee County Board of Education, P.O. Box 769, Canton, Georgia 30169.
2. Hospital may, in its sole discretion and upon the written request of the School Board or local school, provide additional direct support to the School Board, which shall not be included in the gift described above in paragraph 1 of this Article III, including the following:
 - a) Assist in the coordination of the replenishment of health clinic supplies as necessary at Cherokee County school sites (based on the individual needs of each school) and according to supplies available.
 - b) Provide speakers, mentors and in-kind donations and other support as requested by local schools and based upon the Partners in Education agreements between local schools and Hospital.
 - c) Participate in middle school and high school career days and health awareness programs.
 - d) Provide release time with pay to staff members to tutor/mentor at-risk students as identified by the School District and upon review and approval by Hospital's CEO and/or designee.

- e) Use best efforts to provide internship opportunities for Cherokee County students as it relates to the School Board's future Career/Technical Education "Senior Project" requirements in all applicable fields.
 - d) Explore the opportunity to plan, develop and implement a satellite learning center on the campus of a future hospital site.
 - e) Provide medical oversight/assistance in accordance with Georgia law for the School District's Automated Electronic Defibrillator (AED) Program.
 - f) Pursue educational journal articles in conjunction with School Board staff.
 - g) Use video-conferencing technology to provide students with greater knowledge of Hospital and healthcare field;
 - h) Work more closely with STEM Academies such as through speakers, mentors and other in-kind support;
 - i) Participate in the Cherokee County Chamber of Commerce's Partners in Education program with individual local schools;
 - j) Participate in middle school and high school extra-curricular activities including, but not limited to, providing speakers for healthcare and science related club meetings and mentors for Senior projects.
3. Hospital agrees not to discriminate against children/interested participants for participation within its programs as described above on the basis of gender, race, political affiliation, age, national origin or disability or any other discrimination recognized and prohibited by State or Federal Law. Hospital agrees to include children/participants with disabilities within the activities under this Agreement, provided that School Board provides such participants with all necessary levels of supervision. As a result of this Agreement, Hospital must adhere to all local, State or Federal laws regarding education to the extent applicable to Hospital in connection with this Agreement.

ARTICLE IV

The term of this Agreement is November 3, 2016 through November 3, 2017 ~~August 13, 2015 through August 13, 2016~~. This contract shall automatically renew for additional terms not to exceed two years unless either party notifies the other at least 60 days prior to renewal date.

ARTICLE V

This Agreement may be terminated by either party upon 60 days written notice. All notices to be given under this Agreement shall be given to the Superintendent of Cherokee County Schools at 110 Academy Street, Canton, Georgia, 30114; and to Hospital CEO at Northside Hospital-Cherokee, 201 Hospital Road, Canton, Georgia 30114.

ARTICLE VI

It is the intent of the Parties that the terms of this Agreement be in compliance with all applicable Governmental Regulations (as defined below). If either Party determines, in good faith, or receives general or specific notice from a governmental body that this Agreement or any part hereof: (a) violates or fails to comply with any Governmental Regulations or would result in restrictions on referrals by physicians to Northside facilities or Services pursuant to the Stark Law; (b) jeopardizes Northside's (or any of its affiliates, if applicable) participation in any governmental or private payor program; (c) jeopardizes the tax-exempt status of either Party or their affiliates or the tax-exempt status of any bonds issued on its/their behalf; (d) exposes any manager or disqualified person to intermediate sanctions by the Internal Revenue Service or results in private inurement or private benefit; or (e) exposes any Party or their respective affiliates to any other sanctions by any other Governmental Body, such Party shall notify the other Party, in writing, of its determination. The Parties shall then (i) negotiate those modifications reasonably determined to be necessary to comply with a change of law or other event described in this Article; or (ii) if the Parties are unable to negotiate a modification within thirty (30) days of delivery of the written notice, then this Agreement shall automatically terminate unless the Parties are working diligently and in good faith to resolve the issues.

"Governmental Regulations" means any and all laws, statutes, rules, regulations, orders, ordinances, and policies and prevailing interpretations thereof of a governmental body relating or applicable to the Parties and this Agreement, including, without limitation, those relating to Northside and its facilities' licensure, participation in the Medicare, Medicaid and other governmental reimbursement programs, the Parties' maintenance of continued tax-exempt status as organizations described in Section 501(c)(3) of the Code, as well as those relating to maintenance of tax-exempt status for payments of interest on bonded indebtedness of Northside and its tax-exempt affiliates by virtue of the same not being considered "private activity bonds", those relating to fraud and abuse and physician self-referral laws, including, without limitation, the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) (the "Anti-Kickback Statute"), the Ethics in Patient Referrals Act, 42 U.S.C. § 1395nn et seq. (the "Stark Law"), the Georgia Patient Self-Referral Act of 1993, O.C.G.A. §§43-18-1 et seq. (the "Georgia Self-Referral Law") and 42 U.S.C. §1320a-7a(b) (the "CMP Law"), HIPAA

(as defined in Section 7.3) and Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA”).

ARTICLE VII

The parties acknowledge and agree that the gift identified in Article III above represents fair market value for the sponsorship benefits described herein. The gift is not conditioned on the referral of any patients to Hospital or its affiliates.

ARTICLE VIII

Each party shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and represents that it shall have obtained all licenses and permits required by law to engage in the activities necessary to perform its obligations under this Agreement. This Agreement shall be governed by the laws of the State of Georgia (irrespective of any conflict of laws provisions which would serve to defeat application of Georgia law). This Agreement, including any attachments if applicable, constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter herein and shall supersede all prior or contemporaneous agreements between the parties, whether written or oral. This Agreement may not be modified, amended, or altered in any way except in a written document executed by both parties. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may be executed by counterparts or duplicate originals, all of which shall be regarded as one and the same instrument. Reproductions of signatures by photostatic or electronic means shall have the same force and effect as an original inked signature. If any portion of the Agreement is held invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part, will remain in full force and effect to the extent it is not held invalid or unenforceable. The invalid or unenforceable provision shall be changed and interpreted so as to best accomplish its intent within the limits of the applicable law. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of the Agreement, nor shall such waiver constitute a continuing waiver. The relationship of the parties to this Agreement is that of independent contractors, and nothing contained in this Agreement or these terms shall be construed to: (i) give a party the right to direct the method, manner or means by which the other performs its duties, (ii) constitute the parties as agents, partners, or joint venturers; or (iii) allow a party to create or assume any obligation on behalf of any other party for any purpose whatsoever, except as expressly set forth herein. There are no third-party beneficiaries to this Agreement, other than indemnified parties as provided herein.

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

NORTHSIDE HOSPITAL-CHEROKEE

THE CHEROKEE COUNTY BOARD
OF EDUCATION

William M. Hayes

By: Kyla Cromer, Chairman

Vice President and Chief Executive

Officer, Northside Hospital-Cherokee

By: Dr. Brian V. Hightower
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire