

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Wednesday, July 27, 2011

MINUTES OF REGULAR BOARD MEETING

7:00 p.m.

The Cherokee County Board of Education called its meeting to order at 7:00 p.m. on Wednesday, July 27, 2011 in the Historic Canton High School/School Board Auditorium, 111 Academy Street, Canton, Georgia. Present were: Chairman Robert Rechsteiner; Vice-Chair Kim Cochran; Members, Mike Chapman, Michael Geist, Janet Read, Rob Usher and Robert Wofford; Superintendent Dr. Frank R. Petruzielo; and Board Attorney Tom Roach.

Call to Order

The call to order by Robert Rechsteiner was followed by the Pledge of Allegiance to the Flag of the United States of America, led by Tom Roach.

Adopt Agenda

On a motion by Janet Read, seconded by Kim Cochran, the Board unanimously adopted the Superintendent's recommended agenda (7-0 vote).

Minutes for Approval

On a motion by Kim Cochran, seconded by Mike Chapman, the Board unanimously approved the minutes from the June 16, 2011 Regular School Board Meeting and the June 24, 2011 Called School Board Meeting (7-0 vote).

Consent Agenda

Following identification of those agenda items Board Members and members of the public indicated they would like considered separately, a motion was made by Janet Read, seconded by Robert Wofford and carried, to approve the Consent Agenda for the remaining items - identified by asterisks (7-0 vote).

PUBLIC PARTICIPATION

No members of the public signed up to speak.

A. RESOLUTIONS/RECOGNITIONS/PARTNERSHIPS**B. SCHOOL BOARD MEMBERS/STUDENT ADVISOR TO THE SCHOOL BOARD****B-1. Board Adoption of Call for Election Resolution**

(Approved)

Motion was made by Mike Chapman, seconded by Janet Read, and carried to Adopt Call for Election Resolution, *(7-0 vote)*.

B-2. Janet Read thanked employees for their hard work over the summer in preparing for the first day of school, which is Monday, August 1. She wished everyone good luck for a successful opening day.

B-3. Michael Geist asked for clarification regarding the relationship between the collection of Special Purpose Local Option Sales Tax (SPLOST), the issuance of bonds and the repayment of debt. Dr. Petruzielo provided the following information in response: bonding sales tax revenue became important when unprecedented student population growth was at its peak. FAQ document will be provided to the SPLOST committee (inserted below). There was a time when, year after year, local school systems would go to the legislature and ask for money to deal with capital outlay needs. General Obligation Bonds were the only source for capital outlay funding and had an immediate impact on millage rate and property tax. That model, asking property owners to bear the brunt of school construction costs, fell out of favor over time. The legislature finally allowed school districts to pass SPLOSTs locally to meet critical needs. School districts across Georgia immediately took advantage of the legislation and passed SPLOSTs across the state.

Dr. Petruzielo made the following additional points: having the funds trickle in a month at a time allowed some school districts to meet their needs. However, large and fast-growth districts found these monthly funds to be a drop in the bucket compared to funding their actual needs when growing by thousands of students. Costs include land purchase, bricks and mortar, and, in more recent years, technology. The Blue Ribbon Committee formed in 2001 figured out that, if they waited for five years of sales tax revenue to trickle in, we would have collected about \$90 Million, when the needs were closer to \$500 Million. The result was ultimately that Cherokee was one of the first districts in the state to

suggest the bonding of future sales tax revenue to generate the funds needed. Forsyth did the same, Gwinnett adopted a different model (COPS—Certificates of Participation). The Blue Ribbon Committee's unanimous recommendation was to initially bond for 15 years. This magnified the amount of money available to meet critical needs. This made sense to committee: why should all the people who lived here now be the only ones to pay for buildings that will be used for 30-40 years? The Committee recognized that we could not bond just in 2001, but that we would also have to bond in 2006 and 2011 as well, which made about 75-80% of the money available.

After the 2006 referendum, we had the authority to borrow about \$170 Million that was not borrowed. Growth and collections had slowed, so we cut projects and scaled back construction. The current vote will allow us to go back and ask the voters for that same \$170 Million that they had already authorized us to use. The SPLOST will not spend more than \$170 Million. We estimate that we will spend \$155 Million. The resolution must build in estimates and margins for error.

There will continue to be debt beyond this election. With local taxpayers responsible for paying for the cost of growth, we believe we have used a progressive and fair methodology to fund construction.

Candler Howell, Assistant Superintendent for Financial Management, informed the Board that when Dr. Petruzielo first came to CCSD in 1999, he initiated a capital outlay survey of School District needs. Our needs were \$500 Million, with 40% of students in portables, and 75-80% of schools at 150% of capacity or more. \$150 Million over five years was not going to provide relief fast enough. Technology was part of the Board's goal to be a top district in that regard; when the State Legislature authorized a sales tax option, they no longer provided \$3-5 Million annually in state technology funds.

Dr. Petruzielo stated the millage rate would have to go up approximately four mills if the SPLOST does not pass. Sales tax is paid by everyone, even people who do not live here and people other than property owners. It has also become the payment model of choice for many State and local needs—roads, prisons, parks, etc.

Roger Murray, bond attorney, answered some questions about timelines regarding the bond and principal payments and the SPLOST referendum.

Frequently Asked Questions: Ed-SPLOST

Is there a timeline for our SPLOST campaign already in place?

On Wednesday, July 27, 2011, the School Board approved a Call for Election for the Ed-SPLOST referendum, which officially begins the 2011 Ed-SPLOST campaign. The next steps include sending a letter in this regard to the Justice Department, placing advertisements in the legal organ and registering the Political Action Committee (PAC) with the State. Committee members from now until the election will be asked: to raise funds for promoting the Ed-SPLOST renewal through signs, fliers, advertisements and other mediums; to speak about the importance of the Ed-SPLOST during meetings of civic and community groups; and to spread the same message to family, friends, neighbors and colleagues.

Why the \$138 million bond? Is it a case of borrowing the money for the construction projects then using the SPLOST to pay it off?

The amount of the 2011 Education Special Purpose Local Option Sales Tax (Ed-SPLOST) -- no more than \$170 Million, which includes the amount of the bond -- \$138 Million, is based on the cost of planned capital outlay (school construction, renovation, etc.), technology projects and required payments on existing bonded indebtedness incurred by past capital outlay and technology projects. The Ed-SPLOST only can be used for capital outlay, technology and debt service – not day-to-day operating costs.

How much money is projected to be received each year? What is the total for the five years of the Ed-SPLOST?

The amount of Ed-SPLOST funds collected depends on the economy's growth rate or non-growth rate. Ed-SPLOST renewal projects the growth rate will be:

Year 2013...	2%...	\$29,336,504
Year 2014...	3%...	\$30,216,599
Year 2015...	3%...	\$31,123,097
Year 2016...	3%...	\$32,056,790
Year 2017...	3%...	\$33,018,494
Five-year total...		\$155,751,484.

Is this how the other SPLOSTs have been passed? Is this how other municipalities do it?

The Ed-SPLOST has been in place since 1998. A Blue Ribbon Committee of community leaders formed in 2000 unanimously recommended three consecutive E-SPLOST renewals in 2001, 2006 and 2011 and recommended that bonds be used to meet the School District's facility and technology needs. Renewal is required every five years. Many school boards and other government entities use the same sales tax and bond model for capital outlay projects, including the Cherokee County government and the Forsyth County School District.

How much has been borrowed in the past? What is the balance of existing debt? When is that scheduled to be paid in full?

A total of \$457,485,000 has been borrowed through past Ed-SPLOSTs. The existing debt principal is \$368,210,000. The debt is scheduled to be paid in full by Fiscal Year 2028-29.

How much in new money (bonded indebtedness) will be borrowed? When is that scheduled to be paid in full?

A total of \$138 million will be borrowed through bonds as part of the 2011 Ed-SPLOST; and an additional \$20 million will be bonded out of the current Ed-SPLOST funds... for a total of \$158 million available for capital outlay and technology. This amount will be due to be paid in full by 2033.

What projects have been funded by the current SPLOST?

The 2006 Ed-SPLOST renewal projects outlined in the referendum were: six new elementary schools, two new middle schools and one new high school; additional, renovations, repairs, improvements and equipment for existing facilities; acquiring, installing and equipping facilities with technology; acquiring real estate; and continued reduction of bonded indebtedness. The School District has constructed River Ridge HS, Mill Creek MS and Indian Knoll ES... with Hunt Road ES, Ball Ground ES replacement and E.T. Booth MS replacement currently under construction. Etowah HS, Macedonia ES and R.M. Moore ES also underwent expansions, with classrooms added to all three and new gymnasiums also added to Etowah and Macedonia. The new Educational Services Annex and Twin Forks Fuel Island were also constructed; and the Food

Service/Warehouse Building and Freezer Renovation was completed. Also completed were life safety modifications, energy management systems, heating and air-conditioning unit replacements, plumbing upgrades and replacements, sewage system connections and flooring repair/replacements and roof replacements throughout the School District. In addition, land was acquired throughout the School District for future school construction; and \$40 Million in technology was installed in new and existing schools and facilities.

Did all those projects come to completion? Are any of them rolling over to the next SPLOST? If so, why? Lower than expected collections? What are the projects on tap for the next five year SPLOST?

The School District cut \$100 Million in projects from its capital outlay plan in recent years in response to the economy and housing market. As a result, \$160 Million in previously approved 2006 Ed-SPLOST bond potential was not used by School District. The 2011 Ed-SPLOST renewal asks for re-authorization for this funding that was already approved, but unused.

Projects to be funded by the 2011 Ed-SPLOST include: Teasley Middle School replacement; Dean Rusk Middle School replacement; \$40 Million for technology upgrades and training; new softball field and field house at Cherokee High School; new school buses; sewer lines for Hickory Flat schools; parent entrances for Boston, Carmel and Holly Springs Elementary Schools; miscellaneous renovations/replacements; and continued reduction of bonded indebtedness. The parent entrances at Boston ES and Carmel ES and some of the miscellaneous renovations/replacements were included as projects in the 2006 Ed-SPLOST plan, but were postponed as part of the \$100 Million in capital outlay plan cuts.

How much is allocated for the new Administration Building? If there are different amounts for the two different scenarios, please provide.

The 2011 Ed-SPLOST budget contains \$12.5 Million to fund construction of a new Administration Building as part of miscellaneous renovations/replacements. Two options have been presented to the School Board and are under consideration: construction of a building on School District-owned property at the Educational Services Annex on Keeter Road in Holly Springs, which would cost approximately \$8 Million; and demolition of the

existing 82-year-old Building A in downtown Canton and construction in its footprint of a building of a similar size and design, but with upgraded infrastructure, which would cost approximately \$12.5 Million.

Why should people approve the continuation of this tax?

The Ed-SPLOST is paid by everyone who shops in the county, both residents and non-residents alike. It also spreads the cost among current residents and visitors and future residents and visitors over a five-year period. If the Ed-SPLOST isn't renewed, new and replacement facility construction and facility renovation projects and technology upgrades and training will be delayed and property tax rates will rise by 3.9 to 4 mills... in order to pay off bond debt due to capital outlay projects already completed or under construction.

Will the projected construction plans alleviate school overcrowding so that Ed-SPLOST won't be needed after its time is up or can the public expect another Ed-SPLOST proposal?

The 2011 Ed-SPLOST referendum will raise funds to pay off existing bonded indebtedness; the bonds associated with the referendum will generate funds to pay for needed capital outlay and technology. The planned school construction projects will alleviate school overcrowding at the middle school level, which is where the greatest current and immediate future growth is projected. When the 2011 Ed-SPLOST nears expiration in five years, it will be up to the community to determine what mechanism it wants to use to pay for remaining bonded indebtedness from the capital outlay and technology projects approved to address the unprecedented impact of explosive student population growth since 1998, as well as any additional capital outlay and technology projects that are determined to be necessary to keep up with ongoing and future growth.

Can we talk about Ed-SPLOST through PTA, set up a link to the Ed-SPLOST information through the PTA newsletters, speak about it at meetings, etc.? Could we set up a table at the Parent Orientations of our schools and distribute flyers?

The PTA is not bound by the same restrictions that apply to government and government employees. The PTA can take whatever political stand that its membership desires. They may advocate in any fashion for what they decide. The issue becomes confusing when the PTA is using a government facility to advocate in the political arena.

While it is not illegal for the PTA to address the Ed-SPLOST at its meetings, it does create an “open forum” for political debate. In so doing, the School Board could not then refuse an anti-Ed-SPLOST group the same opportunity to use a school facility. That’s why the School Board has always rejected the use of school facilities for political campaign purposes. In short, the PTA can do whatever it wants via its website. The PTA may remind its membership at a meeting within a school of the election and the importance of voting. They may even provide information regarding past and future Ed-SPLOST projects. However, they cannot advocate one way or another in this regard within a school facility. A PTA representative can stand on the public right-of-way outside a school, either before or after a PTA meeting, and distribute pro-Ed-SPLOST material.

C. SCHOOL BOARD POLICIES

- *C-1. Board Consideration of Superintendent’s Recommendation to Approve Nepotism Policy (BHB) on First Reading**

(Approved)

- *C-2. Board Approval of Superintendent’s Recommendation for 2011-12 Technical Modifications to School Board Policies on Final Reading**

(Approved)

- *C-3. Board Consideration of Superintendent’s Recommendation to Approve Student Health Policy (JGC) on Final Reading**

(Approved)

- *C-4. Board Consideration of Superintendent’s Recommendation to Approve Seclusion and Restraint Policy for All Students JGF(2) on Final Reading**

(Approved)

D. FINANCIAL MANAGEMENT

E. EDUCATIONAL PROGRAMS, STUDENT SUPPORT AND STAFF DEVELOPMENT

F. SUPPORT SERVICES AND FACILITIES/CONSTRUCTION MANAGEMENT

G. PERSONNEL

***G-1. Board Consideration of Superintendent's Recommendation for Approval of Recommendations, Resignations, Terminations, Transfers and Reappointments for Certified and Classified Personnel**

(Approved)

H. SCHOOL BOARD ATTORNEY

H-1. Board Consideration of Superintendent's Recommendation to Establish Tribunal Hearing Panel for Certificated Personnel Recommended for Employment Contract Termination or Suspension

(Approved)

Motion was made by Janet Read, seconded by Michael Geist, and carried to Establish Tribunal Hearing Panel for Certificated Personnel Recommended for Employment Contract Termination or Suspension, (7-0 vote).

I. SUPERINTENDENT OF SCHOOLS

I-1. Board Approval of Final School District Budget for FY 2011-12

(Approved)

Motion was made by Janet Read, seconded by Rob Usher, and carried to Approve Final School District Budget for FY 2011-12, (7-0 vote).

Discussion:

Dr. Petruzielo informed the Board that as part of his tentative budget they have already received, there would be four furlough days for employees. He provided to them a copy of the correspondence that would go out tomorrow to all employees, identifying the four days. Two are school days, two are professional development days. Snow days would replace the furlough days scheduled for second semester if needed. The only employees not furloughed on those specific days would be 247 day

employees (maintenance, etc.); their furlough days would be taken during winter break.

Dr. Petruzielo noted that Cherokee Charter Academy (CCA) is in the process of finalizing their enrollment for the school year; until the School District has final numbers on students, we can only estimate the impact on the budget. The estimated impact on CCSD's budget will be somewhere between \$2 and \$3 Million. Dr. Petruzielo asked for a consensus from the Board as to how the budget should be adjusted to reflect this impact. In the CCA scenario, with a county-wide attendance zone and teacher contracts already issued in May, most of the money does not follow the child, especially in the opening year. He proposed five options (2, 3 and 4 affect employees):

1. **Decrease reserves**, which are currently \$35.2 Million. This year, the State Legislature is requiring local districts to establish a goal for refilling reserves (e.g., 15% of the proposed CCSD budget would be \$45 Million). There is not yet a timeline on addressing the goal. Reserves are there to pay for unforeseen situations. Example: If diesel fuel goes up by a dollar a gallon, it would cost CCSD an additional \$750,000 for 2011-12.
2. **Increase furlough days from four to seven.** Dr. Petruzielo noted that he recommended that employees receive annual longevity step increases to, at least, offset the employee reduction in pay resulting from the proposed furlough days. He also noted that no furlough days are being given to charter school teachers.
3. **Delay employee annual longevity step increases until January 2012.** This is problematic because it creates a "backloading" situation; and the District will already be in a budgetary "hole" for 2012-13 due to the \$7.4 Million in Federal Stimulus Jobs funds that will not be available after 2011-12 and that is currently funding 112 classroom teaching positions.
4. **Further increase class size by enacting an employee Reduction In Force (RIF)/Layoff.** CCSD would have to immediately lay off 55 teachers and request additional state waivers to increase class size.
5. **Raise the Maintenance and Operation (M&O) Millage rate from 19.45 Mills to 20 Mills.** Last year was the first time in 10 years the School Board raised the millage rate. The Board would have to vote tonight to do that, as we must notify the County government tomorrow (July 28) of the 2011-12 millage rate.

It was also noted that State health plan costs are going up 10-15% for employees with dependent coverage.

Dr. Petruzielo said he was not seeking a budget amendment tonight but needed consensus from the Board on which of the options is preferred.

Robert Rechsteiner noted that, with the reserves option, there is flexibility, which is needed since we don't know the true budget impact of the charter school. The other options cannot be taken back once enacted.

Mike Chapman stated that, relative to the bond discussion earlier, the lower our reserves go, the lower the School District's credit rating goes.... and that reserves are there for unplanned situations; we certainly didn't plan for the charter school. Going forward, we are going to have to look hard at classroom size, etc.

Janet Read said she was not in favor of the first option, or 2, 3 or 4 because of their negative impact on teachers and other employees. If the funds are taken out of reserves, that money has to be found again. She stated that it is just putting a Band-Aid on it. She is afraid of next year's mid-year budget adjustment, what the Governor may do in January— that there may be more cuts after we have already reduced the reserves to balance the budget.

Candler Howell explained that, on the State's new required reserves/fund balance policy, CCSD will have to set a fund balance goal; and, if the goal is not met, a plan on how to get there will need to be established and adhered to.

Rob Usher stated that the reserves are for unplanned situations, and that is what we have here.

Kim Cochran stated that using reserves is the preferred option.

Michael Geist noted he would like to find a way to further reduce furlough days, maybe gradually, in future years.

Dr. Petruzielo stated that he does not like including furlough days in the budget; but, with State austerity cuts this year of \$26 Million, it is difficult to avoid. The State has problems, too—but there is a State funding formula for public education, and the State is not funding it.

Robert Wofford said the reserves choice makes the most sense to him. He stated that he was reluctant to do anything that would further negatively impact students.

Dr. Petruzielo noted that there appeared to be general consensus regarding the first option (using reserves) to address the fiscal impact of the charter school on the School District's 2011-12 budget.

ADJOURNMENT

Motion was made by Kim Cochran, seconded by Rob Usher and carried, to adjourn into Executive Session to discuss a Student Discipline Matter [O.C.G.A. Section 20-2-757] and a Personnel Matter [O.C.G.A. Section 50-14-3 (6)] at 8:22 p.m. (7-0 vote), *see attached affidavit.*

School Board Chair

Secretary

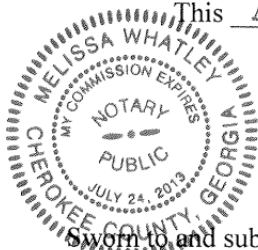
CHEROKEE COUNTY BOARD OF EDUCATION

AFFIDAVIT

The undersigned chair or presiding officer, under oath, certifies that at a meeting of the Board of Education held on July 27, 2011, the Board closed its meeting as permitted by the Open Meetings Act of Georgia. The only matters considered or discussed during the closed portion or executive session of its meeting is as checked below:

- To review an appeal from a Student Disciplinary Tribunal [Hearing Officer, Panel]; (O.C.G.A. Section 20-2-757)
- To consider a matter involving the disclosure of personally identifiable information from a student's educational records; (20 U.S.C. Section 1232g.)
- To discuss the future acquisition of real estate; (O.C.G.A. Section 50-14-3 (4))
- To discuss or deliberate upon appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee; (O.C.G.A. Section 50-14-3 (6))
- To consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the school district or an officer or employee or in which the officer or employee may be directly involved; (O.C.G.A. Section 50-14-2).

This 27 day of July, 2011.



Sworn to and subscribed before me on the above indicated date:

Melissa Whatley
Notary Public

My Commission Expires: July 24, 2013

[Signature]
Chair or Presiding Officer

[Signature]
[Signature]
[Signature]
[Signature]

[Signature] [Signature]

CHEROKEE COUNTY BOARD OF EDUCATION

OFFICE OF THE SUPERINTENDENT

Wednesday, July 27, 2011

**MINUTES OF PUBLIC HEARING ON 2011-12 BUDGET
6:30 p.m.**

The Cherokee County Board of Education The Cherokee County Board of Education conducted a public hearing on the 2011-12 Budget. School Board Chair Robert Rechsteiner called the meeting to order at 6:30 p.m. on Wednesday, July 27, 2011 in the Historic Canton High School/School Board Auditorium, 111 Academy Street, Canton, Georgia. Present were: Vice-Chair Kim Cochran; Members, Mike Chapman, Michael Geist, Janet Read, Rob Usher and Robert Wofford; Superintendent Dr. Frank R. Petruzielo; and Board Attorney Tom Roach.

No members of the public expressed an interest in addressing the Board regarding the budget. The Superintendent explained the public could also sign up to speak during the agenda item at the Board's meeting at 7:00 pm. On a motion by Janet Read, seconded by Robert Wofford, the Board adjourned at 6:33 p.m. until the called meeting at 7:00 pm. (7-0 vote)

School Board Chair

Secretary

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
<u>August 18, 2011</u>

Agenda Item Number
<u>A-1</u>

TITLE:	Recognition of State and Region Champions	
REQUESTED ACTION:	Recognize State and Region Champions	
SUMMARY EXPLANATION AND BACKGROUND:	<p>The Cherokee County School District 2011 Sequoyah Regional Technology Fair was held at Teasley Middle School on Saturday, January 29, 2011. This fair is part of the Georgia Educational Technology Fair, which is sponsored by the Georgia Educational Technology Consortium. Students in Grades 3-12 competed in categories that included multimedia, robotics and animated graphic design. First-place regional projects were eligible to participate in the state competition on March 12, 2011 in Macon.</p>	
MAJOR SYSTEM PRIORITY:	Improving Student Achievement	
FINANCIAL IMPACT:	N/A	
EXHIBITS: (List)	See attached rosters	
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:	
(For Official School Board Records Only)	Dr. Carla Cohen	(770) 704-4205
	Barbara Jacoby	(770) 704-4228
	Name	Phone

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

Cherokee County School District 2011 Sequoyah Regional Technology Fair

State Winners (all were Regional Winners as well):

- Emma Aycock, Boston ES, 3rd and 4th Grade, Robotics, 1st place
- Katie Basford, Carmel ES, 5th and 6th Grade, Case Modification, 1st place, and 5th and 6th Grade, Technology Literacy Challenge, 2nd place
- Blake Chester, Teasley MS, 7th and 8th Grade, 3-D Modeling, 3rd place
- Dylan Mason, Carmel ES, 5th and 6th Grade, Animated Graphic Design, 3rd place
- Olivia Pettway, Teasley MS, 7th and 8th Grade, Digital Photography, 3rd place
- Dylan Stanley, Sequoyah HS, 11th and 12th Grade, 3-D Modeling, 2nd place.
Dylan was also awarded a \$250 scholarship from the Georgia Educational Technology Consortium as recognition for being an Outstanding Senior in his division.

Regional Winners:

- Preston Alsup and Garrett Bass, Carmel ES, 5th Grade, Multimedia Applications
- Alison Belfield, Teasley MS, 7th and 8th Grade, Graphic Design
- Griffin Bryant, Creekland MS, 7th Grade, Multimedia
- Jaiman Deese, Creekland MS, 5th and 6th Grade, Digital Video Production
- Ami Garland and Laura Martin, Teasley MS, 8th Grade, Multimedia
- Connolly Huth and Margaret Klements, Macedonia ES, 3rd Grade, Multimedia Applications
- Bobby Kutschke, Chapman Intermediate, 5th and 6th Grade, 3-D Modeling
- Shaun McQuillen, Teasley MS, 7th and 8th Grade, Web 2.0 Applications
- Victoria Patterson, Little River ES, 3rd and 4th Grade, Digital Video Production

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
August 18, 2011

Agenda Item Number
A-2

TITLE:	Recognition of Dr. Jennifer Scrivner, Oak Grove ES Principal		
REQUESTED ACTION:	Recognize Dr. Jennifer Scrivner, Oak Grove ES Principal		
SUMMARY EXPLANATION AND BACKGROUND:	<p>Oak Grove Elementary School, led by Principal Dr. Jennifer Scrivner, has won the 2011 School Bell Award presented by the Georgia Association of Elementary School Principals. This distinguished honor is presented to 10 schools in Georgia each year in recognition of outstanding programs in the area of curriculum and organizational leadership.</p> <p>Oak Grove was selected for this honor based on its outstanding program, "Making Math Count." The selection committee chooses exemplary programs that show positive results and significant involvement of staff, students, parents and community.</p> <p>The school was recognized during the Association's summer business meeting. The award will be presented and the school will be formally recognized during the Association's Fall Principals Conference from Nov. 6 through 8, 2011 on St. Simons Island.</p>		
MAJOR SYSTEM PRIORITY:	Attracting and Retaining the Best Teachers, Principals and Support Staff		
FINANCIAL IMPACT:	N/A		
EXHIBITS: (List)	N/A		
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:		
(For Official School Board Records Only)	Brian Hightower		(770) 704-4344
	Barbara P. Jacoby		(770) 704-4228
	_____	_____	
	Name		Phone

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
<u>August 18, 2011</u>

Agenda Item Number
<u>A-3</u>

TITLE:	Recognition of Merry Willis, Carmel ES Teacher		
REQUESTED ACTION:	Recognize Merry Willis, Carmel ES Teacher		
SUMMARY EXPLANATION AND BACKGROUND:	<p>Merry Willis, a Carmel Elementary School teacher, was selected by The International Society for Technology in Education (ISTE) as a 2011 ISTE Emerging Leader.</p> <p>Ms. Willis was selected from nominees around the world for this international recognition. The judging panel said it selected Ms. Willis because her work exemplified ISTE's mission of advancing education through the effective use of technology.</p> <p>Ms. Willis, along with the four other exemplary educators selected for this honor, was recognized in front of an audience of more than 2,000 educators and technology leaders during ISTE's annual conference in Philadelphia on June 26, 2011.</p>		
MAJOR SYSTEM PRIORITY:	Attracting and Retaining the Best Teachers, Principals and Support Staff		
FINANCIAL IMPACT:	N/A		
EXHIBITS: (List)	N/A		
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:		
(For Official School Board Records Only)	Bobby Blount		(770) 721-6200
	Barbara P. Jacoby		(770) 704-4228
	_____	_____	
	Name		Phone

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
August 18, 2011

Agenda Item Number
A-4

TITLE:	Recognition of School Nutrition Staff for United States Department of Agriculture (USDA) Best Practices Award		
REQUESTED ACTION:	Recognize School Nutrition Staff for USDA Best Practices Award		
SUMMARY EXPLANATION AND BACKGROUND:	<p>The Georgia Education Cooperative (GEC), of which the Cherokee County School District is a member, is a USDA Best Practices Award winner for the Large School Food Authority (SFA) in Customer Service.</p> <p>The GEC Food Committee was formed to increase buying power and provide higher quality products without additional costs to customers. By combining their efforts, they have been able to take advantage of volume discounts and share responsibilities and the workload associated with the bidding process. Joint product sessions are held for brokers to allow for more influence over product development. Members stay in contact and use the same food products on their bids. This standardization has led to new operating procedures and shared nutrition data. The partnership has resulted in much higher quality food and lower costs.</p> <p>Susan Turner is the School District's School Nutrition Supervisor. She is assisted by School Nutrition Coordinators Nila Maxwell and Linda Dittrich, Food Purchasing Clerk Kathy Williams and Food Service Managers at all 40 CCSD schools.</p>		
MAJOR SYSTEM PRIORITY:	Attracting and Retaining the Best Staff		
FINANCIAL IMPACT:	N/A		
EXHIBITS: (List)	N/A		
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:		
(For Official School Board Records Only)	Russ Sims		(770) 721-8445
	Barbara P. Jacoby		(770) 704-4228
	_____	_____	
	Name		Phone

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
August 18, 2011

Agenda Item Number
A-5

TITLE:	Partnership Agreement Renewals with Multiple Entities		
REQUESTED ACTION:	Board Consideration of Superintendent's Recommendation to Amend Partnership Agreements with Multiple Entities		
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>Agreements requiring technical modifications and renewals are with: Cherokee County Historical Society, the Cherokee Tribune, Cobb EMC, Delta Kappa Gamma, Juvenile Diabetes Research Foundation International, Piedmont College, Special Olympics, UGA Cooperative Extension, Upper Etowah River Alliance, Waste Management and WellStar Health System.</p>		
MAJOR SYSTEM PRIORITY:	Increasing parental and community involvement		
FINANCIAL IMPACT:	N/A		
EXHIBITS: (List)	Draft Agreements Attached (11)		
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:		
(For Official School Board Records Only)	Dr. Frank R. Petruzielo (770) 704-4202		
	Barbara P. Jacoby (770) 704-4228		
	_____	_____	
	Name	Phone	

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 HISTORICAL SOCIETY

This agreement entered into on this ~~6th day of October, 2005~~ 18th day of August, 2011, by and between

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

And

The Cherokee County Historical Society, hereinafter referred to as “CCHS,”

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; 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 CCHS’ mission is dedicated to historic preservation and education; and,

WHEREAS, the CCHS desires to enhance and expand efforts to achieve its mission of preserving and educating by acting as a community partner with the School Board.

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. Disseminate CCHS information/student opportunities through existing communication channels, as permitted by School Board policy.
2. Communicate with CCHS relative to future construction/renovation projects.
3. Facilitate implementation of educational programs to promote local history (using CCHS books, brochures, videos and publications, as provided).
4. Promote field trip opportunities for history students/classes throughout the County (Crescent Farm Rock Barn, ~~Collections and Archives in the historic Courthouse and Meeting Hall~~ Cherokee County History Museum).
5. Will encourage faculty and students to use the CCHS's Web site located at www.rockbarn.org.
- ~~6. Provide property adjacent to the Rock Barn for an educational garden containing pre-approved species as approved by the Office of Support Services and Facilities/Construction Management.~~
7. Pursue joint grant opportunities in both parties' best interests.

ARTICLE III

CCHS will:

1. Provide the School Board with the opportunity to use the Exhibition Center and Conference/Special Events Facility at the Crescent Farm Rock Barn.
2. Provide presentations relative to local history to schools at the appropriate grade level via speakers at schools' requests.
3. Provide the opportunity for field trips to CCHS locales.
4. Provide historical curriculum materials to the school system for dissemination to each of the appropriate grade levels.
5. Provide judges for the School System Science Fair, Young Authors Fair, Governors Honors, Speech Contests and other related functions.
6. Provide internship opportunities for students interested in historical issues.
7. Communicate with the School Systems' Office of Support Services and Facilities/Construction Management and Department of Planning and Forecasting relative to future projects.
8. ~~Submit an annual report of usage of property adjacent to the Rock Barn for the purposes of an educational garden. The CCHS will submit, prior to construction, a comprehensive list and rendering of the gardens as approved by Office of Support Services and Facilities/Construction Management. CCHS is required to maintain the aforementioned educational garden and upon abandonment will restore the area to its existing condition. The CCHS will use best engineering practices in location of utilities, will not remove any existing trees or foliage and will take responsibility for any utility damage during construction of the educational garden.~~
9. Pursue joint grant opportunities in both parties' best interests.
10. 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, CCHS must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is ~~October 6, 2005 through October 5, 2006~~ August 18, 2011 through August 12, 2012. 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, GA 30114 and to ~~Kathy M. Day~~ Stefanie Joyner, Cherokee County Historical Society, P.O. Box 1287, Canton, GA, 30114.

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

THE CHEROKEE COUNTY
HISTORICAL SOCIETY

THE CHEROKEE COUNTY BOARD
OF EDUCATION

By: Stefanie Joyner,
Executive Director

By: Robert Rechsteiner, Chairman

By: Dr. Frank R. Petruzielo
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

THE CHEROKEE TRIBUNE

This agreement entered into on ~~this 6th day of October, 2005~~ 18th day of August, 2011, by and between

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

And

The Cherokee Tribune, hereinafter referred to as “Tribune.”

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 mission of the Tribune is to provide Cherokee County readers with essential information, comprehensive coverage and informed opinion showcased in a daily newspaper that meets the highest standards in layout, design and reproduction and while operating as efficiently and profitably as possible, provide our readers and advertisers superb service and our employees a safe, clean environment which fosters personal growth.

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. Promote Tribune programs/announcements through existing communication channels, as permitted by School Board policy.

ARTICLE III

Tribune will:

1. Grant a free subscription to every school's media center.
2. Begin a discount subscription program called "The Tribune Can Teach." Businesses and residents can sponsor classrooms through the program. Sponsors can purchase 30 Wednesday papers for a classroom at a discounted price of \$7.50 a week (that equals 25 cents a paper - half the newsstand price).
3. ~~Have the editor serve as professional advisor to the five high school's newspaper staffs as they form. The editor will visit each school at least once a month on Monday to provide assistance and advice. Also, students can call the editor at the Tribune office with questions.~~
4. Grant the school system permission to use articles and photographs from the Tribune for ~~its and/or link to~~ its website and in school system publications provided that the Tribune is credited.

5. The Tribune's staff members will serve as career day speakers at schools and as resources for news and journalism courses.
6. Hold a luncheon with its staff for all principals, School Board Members and the Superintendent of Schools every fall in order to inform them of opportunities for schools to be a part of the Tribune and to hear their input.
7. ~~Sponsor a photojournalism contest for all schools. An exhibit will be held at the Arts Center. Our panel of judges will select two photos from every school to be displayed as well as a "best of show" and runner up. The two winning photos will be published in the Tribune.~~
8. ~~Create a weekly feature for schools that will promote the character education "word of the week" as provided by the school system, publish students' writing and artwork and highlight outstanding students and school events. The page will be published Wednesdays, tying in with "The Tribune Can Teach" program.~~
9. 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 Tribune must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is ~~October 6, 2005 through October 5, 2006~~ August 18, 2011 through August 18, 2012. 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, GA 30114, and to the News Editor, Cherokee Tribune, 521 East Main Street at Canton, GA 30114.

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

CHEROKEE TRIBUNE

THE CHEROKEE COUNTY BOARD
OF EDUCATION

By: Otis A. Brumby III, General
Manager

By: Mike Chapman, Chairman

By: Brandon Wilson, Managing Editor

By: Dr. Frank R. Petruzielo
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

COBB ELECTRIC MEMBERSHIP CORPORATION

This agreement entered into on this ~~6th day of October, 2005~~ 18th day of August, 2011, by and between

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

And

Cobb Electric Membership Corporation, hereinafter referred to as “Cobb EMC.”

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, Cobb EMC is a customer-owned, not for profit electric cooperative where each consumer who receives electric service from Cobb EMC is part owner in the corporation and is referred to as a member, and

WHEREAS, Cobb EMC is dedicated to providing its member/owners with the best service at the lowest possible price, and

WHEREAS, Cobb EMC has over ~~190,000~~ 195,000 members and is one of Georgia’s largest EMCs, the second largest electric cooperative in the nation and the second largest retail supplier of electricity in Georgia.

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 Cobb EMC programs (Walter Harrison scholarship and Youth Tour scholarship) through existing communication channels, as permitted by School Board policy.

ARTICLE III

Cobb EMC will:

1. Sponsor and provide leave time for employees to assist in conducting School Board's annual Science ~~Olympiad~~ Fair.
2. Provide judges for the School System Science Olympiad, Social Science Fair, Young Authors Fair, Governors Honors, Speech Contests and other related functions when volunteers are available.
3. ~~Provide the use of meeting/testing space at the Cobb EMC home office, as the schedule allows.~~
4. Employees will serve as career day speakers at schools **when volunteers are available.**
5. Provide hands-on programs to interested School District teachers and students relative to electrical safety and conservation and/or history.
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. 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, Cobb EMC must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

* ~~The next amendment to this agreement will further detail existing, reciprocal relationships between the two parties.~~

ARTICLE V

The term of this contract is ~~October 6, 2005 through October 5, 2006~~ August 18, 2011 through August 18, 2012. 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, GA 30114, and to the ~~Director~~ Manager of Education and Community Relations at Cobb EMC, P.O. Box 369, Marietta, GA 30061.

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

COBB EMC

THE CHEROKEE COUNTY BOARD
OF EDUCATION

By: Mark Justice, ~~Director~~ Manager of
Education and Community Relations

By: Robert Rechsteiner, Chairman

By: Dr. Frank R. Petruzielo
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

DELTA KAPPA GAMMA SOCIETY INTERNATIONAL
GAMMA ETA CHAPTER

This agreement entered into on this ~~6th day of October, 2005~~ 18th day of August, 2011, by and between

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

And

Delta Kappa Gamma Society International, Gamma Eta Chapter, hereinafter referred to as “Delta Kappa Gamma.”

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 mission of Delta Kappa Gamma is to promote professional and personal growth of women educators and excellence in education; and,

WHEREAS, the purposes of Delta Kappa Gamma are:

- To unite women educators of the world in a genuine spiritual fellowship;
- To honor women who have given or who evidence a potential for distinctive service in any field of education;
- To advance the professional interest and position of women in education;

- To initiate, endorse and support desirable legislation or other suitable endeavors in the interest of education and of women educators;
- To endow scholarships and aid outstanding women educators in pursuing graduate study and to grant fellowship to women educators from other countries;
- To stimulate the personal and professional growth of members and to encourage their participation in appropriate programs of action; and,
- To inform the members of current economic, social, political and educational issues so that they may participate effectively in a world society.

WHEREAS, the Gamma Eta Chapter wishes to support Cherokee County Schools, both students and educators, by providing a scholarship, recognition, and support for literacy projects.

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. Distribute information to school principals regarding Delta Kappa Gamma's "Outstanding Educator Award."
2. Allow use of appropriate technology for a member to maintain a website linked to the Delta Kappa Gamma homepage.
3. Endorse Delta Kappa Gamma sponsored activities and provide the use of system facilities for quarterly meetings and the "Outstanding Educator Award Ceremony."
4. Allow use of copier for Delta Kappa Gamma materials. The society will provide the paper.

ARTICLE III

Delta Kappa Gamma will:

1. Abide by the rules and regulations contained in the Community Use of System Facilities Policy (KG), including custodial and supervisory fees when applicable.
2. Hold an “Outstanding Educators Award Ceremony” each year to recognize 10 ~~eight~~ teachers annually. Honorees are selected from schools on a rotating schedule.
3. Provide a one-time scholarship for one Cherokee County female senior who plans to enter the field of education each year. The scholarship will rotate among the high schools in alphabetical order.
4. Provide judges for school system events such as the Helen Ruffin Reading Bowl, Science Fair, Social Science Fair and Young Georgia Writing Exposition.
5. Support literacy projects in the schools.
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. 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, Delta Kappa Gamma must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract ~~October 6, 2005 through October 5, 2006~~ is August 18, 2011 through August 18, 2012. 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, GA 30114; and to Delta Kappa Gamma, P.O. Box 142, Canton, GA 30169.

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

DELTA KAPPA GAMMA SOCIETY
INTERNATIONAL

THE CHEROKEE COUNTY BOARD
OF EDUCATION

By: Kyle Shugart, President, Gamma Eta
Chapter, Delta Kappa Gamma Society
International

By: Robert Rechsteiner, Chairman

By: Dr. Frank R. Petruzielo
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

JUVENILE DIABETES RESEARCH FOUNDATION INTERNATIONAL

This agreement entered into this ~~6th day of October, 2005~~, 18th day of August, 2011 by and between

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

And

Juvenile Diabetes Research Foundation International, hereinafter referred to as "JDRF."

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, business, community-based organizations and agencies, local institutions of higher learning and other public entities as true partners in the educational process, and;

WHEREAS, the mission of JDRF is to find a cure for diabetes and its complications through the support of research. In America, 35 Children are diagnosed with diabetes everyday. To stay alive, kids with Juvenile Diabetes must get at least two insulin shots a day or wear an insulin pump. They must also check their blood sugar by pricking their fingers for blood six or more times a day.

Now, therefore in consideration of the covenants and conditions set forth herein the parties agree to 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, Encourage all Cherokee County schools to participate in JDRF programs.
2. Provide a school coordinator at each interested school site to work in conjunction with JDRF employees to implement aforementioned programs.

ARTICLE III

JDRF will:

1. Conduct an interview with the principal of each interested school prior to and after the use of the program (JDRF Staff or Volunteer).
2. Abide by the rules and regulations contained in the School Board's SOLICITATION BY STUDENTS Policy (JK3/KEBB), that prohibits students in grades eight or lower from participating in door-to-door sales.
3. Deliver all materials to participating school sites – This includes a “how-to kit”, paper sneakers, balloons, posters, etc.
4. Provide an in-service to coordinators, teachers and administrators on how to incorporate all areas of the curriculum to make the program a school-wide event (JDRF Staff or Volunteer).

5. Provide sample incentives to be displayed several weeks before the event and additional brochures and posters to use in the classroom.
6. Provide all materials and incentives to ensure a successful event.
7. Provide an on-call representative to assist with any questions or concerns.
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. 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, JDRF must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is ~~October 6, 2005 through October 5, 2006~~ August 18, 2011 through August 18, 2012. 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, GAa 30114, and to JDRF, Georgia Chapter, 400 Perimeter Center Terrace, Suite 750, Atlanta, GA 30346.

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

JDRF

THE CHEROKEE COUNTY BOARD
OF EDUCATION

Special Events Manager

Robert Rechsteiner, Chairman

By: Dr. Frank R Petruzielo
Superintendent of Schools

Approved as to form:
Tom Roach, School Board Attorney

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

PIEDMONT COLLEGE

This Agreement is made and entered into this ~~6th day of October, 2005~~ 18th day of August, 2011, by and between the Cherokee County School System and the Board of Regents of the University System of Georgia, on behalf Piedmont College. All obligations of the Board of Regents of the University System of Georgia under this Agreement will be performed by Piedmont College.

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 primary purpose of this Agreement is to provide the sequence of Cohort Program courses which will enhance the ability of Cherokee County teachers to facilitate learning and qualify for a Master's in Education for Early Childhood, Middle Grades or and Secondary Education and EDS in Teacher Leadership.

NOW THEREFORE, in consideration of the following mutual promises, covenants, and considerations, it is agreed as follows:

ARTICLE I

Piedmont College shall provide to do or cause to be done the following:

1. Provide courses in Cherokee County School District facilities for the duration of the partnership for the purpose of providing opportunities for School District staff to pursue Master's in Education and Educational Specialist's Degrees.
2. Provide instructional personnel.
3. Be responsible for enrolling participants in the courses.
4. Agree to hold harmless and indemnify the School Board against any claims, demands, losses, or damages, including reasonable attorney's fees which may arise as a result of this contract.
5. Ensure that program participants/students and professors adhere to the Cherokee County School District policies and guidelines relative to research and data collection that are available at District Web site under Principal's Handbook (http://www.cherokee.k12.ga.us/Principals_Handbook/handbooksection3.htm).
6. Provide scholarship opportunities to appropriate Cherokee County School District employees who are enrolled in the cohort program.
7. Provide internship opportunities for Cherokee County School District students as it relates to the Career Pathways initiative.

ARTICLE II

The Cherokee County School System shall provide to do or cause to be done the following:

1. Provide the use of school system facilities, waiving the rental fee as per the Community Use of System Facilities Policy (KG), for professional development opportunities as coordinated by Piedmont College.
2. Provide the facilities and equipment for instruction at no charge (except for a utility fee) and assume responsibility for maintenance of the facilities and equipment. The facility fee will be based on classroom usage each semester. The bill for such fees shall be submitted to the Dean of Graduate Students for Piedmont College, and to the Piedmont College Cohort Coordinator for the School District each semester.
3. Approve degree offerings and allow for semi-annual recruitment plans for these purposes.
4. Dissemination of Piedmont College information through existing communication channels, as permitted by School Board policy.

ARTICLE III

The Cherokee County School System and Piedmont College will be mutually responsible for the following:

1. Establishment of communication during the term of the Agreement to insure the objectives of the planned courses are being met.
2. Neither party will discriminate against any Cherokee County School System or Piedmont College employee or applicant for employment, or against any applicant for enrollment for a course of study at the College, or against any College student in his or her course of study or training under this Agreement solely on the basis of race, color, sex, creed, national origin, age or handicap; provided with reasonable accommodation such handicap does nothing to preclude such person's physical and mental ability to participate therein. Both parties 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, Piedmont College must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

1. The term of this contract is ~~October 6, 2005 through October 5, 2006~~ August 18, 2011 through August 18, 2012. 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.
2. 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, GA 30114, and the President of Piedmont College, P.O. Box 10, Demorest, GA 30535.
3. This Agreement may be modified at any time by mutual consent of the governing bodies of the parties thereto. Any modification hereto shall be in writing and signed by both parties.
4. Both parties, by signatures executing this Agreement, certify that they are in compliance with the United States Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act of 1989.

IN WITNESS WHEREOF, this Agreement is entered into the date first above written.

PIEDMONT COLLEGE

THE CHEROKEE COUNTY BOARD OF
EDUCATION

By: Dan Hollingsworth
President, Piedmont College

By: Robert Rechsteiner, Chairman,

By: Dr. Frank R. Petruzielo
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

SPECIAL OLYMPICS

This agreement entered into on this ~~6th day of October, 2005~~ 18th day of August, 2011, by and between

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

And

Special Olympics.

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, Special Olympics mission is to provide year-round sports training and athletic competition in a variety of Olympic-type sports for all children and adults with ~~mental retardation~~ intellectual disabilities, giving them the opportunities to develop physical fitness, demonstrate courage, experience joy, and participate in the sharing of gifts, skills, and friendship with their families other Special Olympic athletes, and the community, and

WHEREAS, the Special Olympics goal is to help bring ~~all mentally-challenged~~ persons with intellectual disabilities into the larger society under conditions whereby they are accepted, respected, and given the chance to become useful and productive citizens.

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 buses for transportation for student athletes to attend selected weekend events as specified by both parties (day trips and overnights), as well as bus transportation to the Annual Spring Track and Field Event.
2. Provide a school system contact for purposes of coordinating/facilitating activities relative to the Annual Spring Track and Field Event.
3. Coordinate special needs testing with organizers of Special Olympics.
4. Provide the use of CrossRoads ~~Alternative~~ Middle School/High School and other available school facilities (playing fields, gymnasium and ice machine) for selected weekday evening and weekend practices.
5. Continue the countywide payroll deduction fundraiser.
6. Provide authorized leave for two county personnel for the ~~Spring Track and Field Event~~ Georgia Special Olympics State Games (Fall Games, Indoor Winter Games, State Summer Games, and Bowling Tournament) and official Special Olympics Georgia certification trainings.
7. Provide use of a high school track, concession stand (including ice machine) and sound system for the Annual Spring Track and Field Event.
8. Provide use of a school cafeteria and ice machine for the Seasonal Sports Banquets and Special Olympics Annual Holiday Party.
9. Provide a mailbox, paper, copying and faxing arrangements for information distribution to schools and athletes.
10. Provide an appropriate storage area and permanent meeting space as determined by the school system.

ARTICLE III

Special Olympics will:

1. Conduct an interview with the principal of each aforementioned facility prior to and after the use of the facility.
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 and supervisory fees when applicable.~~
3. Continue to serve over ~~250~~ 300 athletes in the Cherokee County School District by providing t-shirts and ribbons for placing in events.
4. Continue to pay all registration fees and for lodging and meals, as necessary, for registered athletes.
5. Submit an agenda, schedule, approximate mileage and driver times for trips when school buses are used to the Assistant Superintendent, School Operations and Transportation Department. Special Education Directors must verify driver times. All field trips/athletic regulations will be followed.
6. Accept all children/interested participants for participation within its programs without regard to their gender, race, political affiliation, age, national origin or disabling 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, Special Olympics must adhere to all local, State or Federal laws regarding education.
7. Provide student athletes with opportunities to earn varsity letters from their respective high schools.

ARTICLE IV

The term of this contract is ~~October 6, 2005 through October 4, 2006~~ August 18, 2011 through August 18, 2012. 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, GA 30114, and to the Coordinators of Special Olympics, ~~phone: (770) 517-7101.~~

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

SPECIAL OLYMPICS

By: Dave Martinez, Co-Coordinator

THE CHEROKEE COUNTY BOARD
OF EDUCATION

By: Robert Rechsteiner, Chairman

By: Amy Aenchbacher, Co-Coordinator

By: Dr. Frank R. Petruzielo
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

THE UNIVERSITY OF GEORGIA COOPERATIVE
EXTENSION SERVICE/4-H ENVIRONMENTAL EDUCATION

This agreement entered into on this ~~6th day of October, 2005~~ 18th day of August,
2011, by and between

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

And

The University of Georgia Cooperative Extension Service, hereinafter referred to as
“UGA Cooperative Extension.”

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 purpose of the University of Georgia 4-H Environmental Education program is to utilize the “out of doors” as a dynamic living laboratory for academic study, and

WHEREAS, the primary core of the program is the residential experience where school groups, typically third through eighth grades, come to the center to extend the walls of their classroom by studying a variety of interdisciplinary subjects including, math, science, language arts, history, physical education and social studies in the outdoor classroom, and

WHEREAS, curricula designed for the program are research based and keyed to the Georgia State Department of Education Quality Core Curriculum (QCC), and

WHEREAS, testing of program participants reveals higher student achievement and a student more responsive to learning. Findings show that students retain 40% of material presented during field study experiences.

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. Identify and communicate, as permitted by School Board policy, resources available through the UGA Cooperative Extension Service and recognize residential environmental education experiences.
2. Encourage and support participation in the program offerings.
3. Provide a school sponsor at each facility to assist with communication and program materials distribution.
4. Provide the opportunity to present program information to teachers and administrators at selected meetings annually.

ARTICLE III

UGA Cooperative Extension Service will:

1. Provide residential environmental education experiences for a variety of school groups and outreach programs for younger audiences and during winter months.

2. Provide a program overview for teachers and administrators for appropriate grade levels as requested.
3. Provide field observation opportunities for teachers and administrators on professional development days.
4. Pursue grant opportunities, in conjunction with the School Board's Office of Advanced Academic Programs/Grants Management, that would serve to enrich both parties' programs.
5. 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 UGA Cooperative Extension Service must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is ~~October 6, 2005 through October 5, 2006~~ August 18, 2011 through August 18, 2012. 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, GA 30114, and to the Educational Program Specialist, University of Georgia College and Agricultural and Environmental Sciences Cooperative Extension Service, 350 Rock Eagle Road, Eatonton, GA 31024.

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

UNIVERSITY OF GEORGIA
COOPERATIVE EXTENSION
SERVICE

THE CHEROKEE COUNTY BOARD
OF EDUCATION

By: Trudy Christopher
Cherokee County 4-H Agent

By: Robert Rechsteiner, Chairman,

Melanie Biersmith
UGA Cooperative Extension 4-H
Specialist for Environmental Education

By: Dr. Frank R. Petruzielo
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

UPPER ETOWAH RIVER ALLIANCE

This agreement entered into on this ~~6th day of October, 2005~~ 18th day of August, 2011, by and between

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

And

Upper Etowah River Alliance hereinafter referred to as “The Alliance,”

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 Alliance is a non-profit organization, founded in 1998, dedicated to the protection of the Etowah River watershed through education and assistance and is composed of local citizens who care about their streams and rivers, conservation groups and representatives from local, State and Federal governments; and,

WHEREAS, the Etowah River basin and watershed courses through five north Georgia counties and is home to 76 different species of freshwater fish and numerous species of freshwater snails, insects, crayfish and more; and,

WHEREAS, the Alliance ~~and~~, The Nature Conservancy’s Georgia Chapter, World Wildlife Fund and other partners are working closely in the Etowah watershed to protect natural resources; and,

WHEREAS, the Alliance is working to involve students by disseminating information and knowledge about the river basin and providing training to enable many to monitor the quality of our streams within the watershed through the Georgia Adopt-A-Stream 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. Give the Alliance the means to disseminate literature relative to its programs (Adopt A Stream and Clean Water Week) to the schools through existing communication channels, as permitted by School Board policy.
2. Pursue joint grant opportunities in both parties' best interests.
3. Discuss the feasibility and advisability of implementing projects, such as streambank restoration, vegetated bioswales, porous pavement, bioretention areas in parking lots and/or constructed wetlands to treat stormwater runoff that could be designed to also function as an outdoor classroom, with The Alliance and ~~The Nature Conservancy representatives~~ the other above-listed partners.

ARTICLE III

The Alliance will:

1. Provide hands-on programs to interested Cherokee County School District (CCSD) teachers and students relative to watershed protection efforts along the Etowah River (including the history of the Etowah River, the importance of clean water, biological diversity and pollution prevention).

2. Provide training workshops with interested teachers and students relative to the Georgia Environmental Protection Division's Adopt-A-Stream program (including, but not limited to: delineating the watershed, threats that can degrade water resources, chemical monitoring of a stream or other water body and biological monitoring of waters).
3. Discuss the feasibility and advisability of implementing projects, such as streambank restoration, vegetated bioswales, porous pavement, bioretention areas in parking lots and/or a constructed wetland to treat stormwater runoff that could be designed to also function as an outdoor classroom, with the Office of Support Services and Facilities/Construction Management.
4. Abide by *School Board Policy KIB Special Interests Materials Distribution* and guidelines in this regard when requesting dissemination of program information.
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. 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 Alliance must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is ~~October 6, 2005 through October 5, 2006~~ August 18, 2011 through August 18, 2012. 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, GA 30114 and to the ~~Chair of the Alliance's Education Committee, P.O. Box 769, Dawsonville, GA 30534 and/or Etowah River Program Manager, Route 2, Box 104, Eastanollee, GA 30538~~ Program Manager at 180 McClure St., Canton GA 30114.

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

UPPER ETOWAH RIVER ALLIANCE

THE CHEROKEE COUNTY BOARD
OF EDUCATION

By: Diane Minick, Director

By: Robert Rechsteiner, Chairman

By: Lori Forrester, Chairwoman

By: Dr. Frank R. Petruzielo
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

WASTE MANAGEMENT OF METRO ATLANTA, INC.

This agreement entered into on this ~~6th day of October, 2005~~ 18th day of August, 2011, by and between The Cherokee County Board of Education, hereinafter referred to as the “School Board,”

And

Waste Management of Metro Atlanta, Inc. hereinafter referred to as “Waste Management.”

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, Waste Management’s key stakeholders include the community and the environment and therefore it desires to increase sustainability efforts and improve the environment in Cherokee County through education, community involvement and participation; and,

WHEREAS, Waste Management will through its programs assist the School Board in impacting students as to the importance of promoting a healthy environment for everyone and everything.

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 two qualified candidates to each receive an annual scholarship.
2. Work with the committee comprised of a Waste Management representatives and members of the advisory panel from Pine Bluff Landfill in the selection of this recipient.
3. Encourage and organize field trips to Pine Bluff Landfill.
4. Provide volunteers from School System where possible for Cleanups in Cherokee County.

ARTICLE III

Waste Management will:

1. Provide an annual scholarship to two Creekview High School seniors in the amount of \$1,000 for each recipient.
2. Work with the School System and committee comprised of Advisory Panel members and Waste Management managers representing Pine Bluff Landfill to award this scholarship.
3. Provide tours for High School Groups at Pine Bluff Landfill.
4. Present a scholarship awards by Waste Management at Board of Education meeting.

5. Provide internship for students in the Cherokee County School District as it relates to the School District's Career Pathways initiative if Waste Management believes that an opportunity becomes available at Pine Bluff Landfill. Student would have to go through policy and procedures for Waste Management hiring practices and pass all requirements when applying for internship.
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. 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, Waste Management must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is ~~October 6, 2005 through October 5, 2006~~ August 18, 2011 through August 18, 2012. 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 the 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, GA 30114 and to South Atlantic Market Area Vice President, Waste Management, 1850 Parkway Place, Suite 600, Marietta, Georgia 30067, or such other address if notice is given by either party of a new address pursuant to this notice section.

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

WASTE MANAGEMENT OF METRO
ATLANTA, INC.,

THE CHEROKEE COUNTY BOARD
OF EDUCATION

By: Tracey Shrader, Vice President

By: Robert Rechsteiner, Chairman

By: Dr. Frank R. Petruzielo
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

PARTNERSHIP AGREEMENT

BETWEEN

THE CHEROKEE COUNTY BOARD OF EDUCATION

AND

WELLSTAR HEALTH SYSTEM, INC.

This agreement entered into on this ~~6th day of October, 2005~~ 18th day of August, 2011 by and between

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

And

WellStar Health System, Inc., hereinafter referred to as “WellStar.”

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, WellStar’s mission is to exceed the expectations of our community by providing exceptional health services dedicated to personal service, quality and value, and

WHEREAS, WellStar expended \$8,880 for clinical supplies and discretionary items in the 1998-1999 School Year, provided a \$40,000 matching grant to fund software for classroom driving simulators, provided all elementary, middle and high schools with comprehensive first aid kits valued at \$300 each, sponsored the Cherokee County Teacher of the Year Dinner in 1998, through 2004 and printed two Cherokee County School Health manuals for each of the Cherokee County school sites.

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 WellStar programs through existing communication channels, as permitted by School Board policy.

ARTICLE III

WellStar will:

- ~~1. Sponsor the Cherokee County Teacher of the Year banquet.~~
2. Provide Dr. WellBee, WellStar's Ambassador of WellBeing," to conduct presentations regarding safety, fitness, and health.
3. School Health Program Presentation titles available for presentations for Grades K-5 include: Temper Tamers, Tummy Yummies, Germ Quest, Whale Tales, Smile Power, Poison Patrol, Safety Smart, Heads Up, Critter Care, Just Eat It, and Help Me Hygiene.
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. 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, WellStar must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is ~~October 6, 2005 through October 5, 2006~~ August 18, 2011 through August 18, 2012. 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, GA 30114, and WellStar Health System, Inc., 680 Church Street, Building 710, Suite 200, Marietta, GA 30060.

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

WELLSTAR HEALTH SYSTEM, INC.

THE CHEROKEE COUNTY BOARD
OF EDUCATION

By: Keith Bowermaster, Director of
Public Relations, WellStar Health
System

By: Robert Rechsteiner, Chairman

By: Dr. Frank R. Petruzielo
Superintendent of Schools

Approved as to form:

Tom Roach, Esquire

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
August 18, 2011

Agenda Item Number
A-6

TITLE:	Board Consideration of Resolution in Support of GSBA/GSSA Vision		
REQUESTED ACTION:	Board Approval of Resolution in Support of GSBA/GSSA Vision		
SUMMARY EXPLANATION AND BACKGROUND:	<p>The Georgia School Boards Association and the Georgia School Superintendents Association partnered over the course of two years to create a new vision for public education in Georgia. The partnership included superintendents, school board members and a mix of university and school district level education experts. Input from citizens all over Georgia also helped the team with its work. The Cherokee County School Board has reviewed the Vision Project Executive Summary and supporting documents, as well as an overview of CCSD's current status on each of the seven areas of focus. The attached resolution indicates the Board's support for a new vision for public education in Georgia. At Mrs. Cochran's request, it was tabled at the School Board's June 16, 2011 meeting.</p>		
MAJOR SYSTEM PRIORITY:	Increasing Accountability		
FINANCIAL IMPACT:	N/A		
EXHIBITS: (List)	Resolution and Vision document, resolution of support		
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:		
(For Official School Board Records Only)	Dr. Frank R. Petruzielo	Barbara Jacoby	770-704-4228
	_____ Name	_____ Phone	

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

RESOLUTION IN SUPPORT OF VISION PROJECT

WHEREAS, the Cherokee County Board of Education and Superintendent believe it is imperative to build trust and support for public education; and

WHEREAS, it is critical to ensure meaningful engagement of communities with their public schools; and

WHEREAS, Georgia needs a single vision to improve significantly the education culture in our state; and

WHEREAS, the goal of every school district in Georgia is to provide a rewarding educational experience for all students; and

WHEREAS, we must ensure our students are competitive in a global economy; and

WHEREAS, we must increase significantly the high school graduation rate; and

WHEREAS, we must ensure appropriate curricula for a new generation of learners; and

WHEREAS, we must make learning more rigorous, more relevant, and more real; and

WHEREAS, we are dedicated to being responsive to students' individual needs; and

WHEREAS, we support the partnership between the Georgia School Boards Association and Georgia School Superintendents Association that culminated in the development of a vision to transform public education in Georgia through specific recommendations; therefore be it

RESOLVED, the Cherokee County Board of Education and Superintendent on this 18th day of August, 2011, hereby pledge to support the work embedded in *A Vision for Public Education: Equity and Excellence* and will determine areas of transformation for our district in our continuing efforts to improve educational opportunities for all students.

Mr. Robert Rechsteiner, Board Chair

Dr. Frank R. Petruzielo, Superintendent

A VISION FOR PUBLIC EDUCATION EQUITY AND EXCELLENCE



ALL STUDENTS NEED TO EXPERIENCE A CURRICULUM THAT PROVIDES A CLEAR CONNECTION BETWEEN SUCCESSFUL SCHOOL COMPLETION AND SUBSEQUENT SUCCESS AND SATISFACTION IN LIFE.

Our vision is that public education in Georgia will provide all children an equitable and excellent education that prepares them for college, career, and life.

Why Act and Why Now?

- To build trust and support for public education
- To ensure meaningful engagement of communities with their public schools
- To create a single vision to change the education culture in our state
- To provide a rewarding educational experience for all of Georgia's students
- To ensure our students are competitive in a global economy
- To increase significantly the high school graduation rate
- To ensure appropriate curricula for a new generation of learners
- To make learning more rigorous, more relevant, and more real
- To be more responsive to students' individual needs



COLLEGE



CAREER



LIFE

Early Learning and Student Success

“The first five years of life are critical to a child’s lifelong development. Young children’s earliest experiences and environments set the stage for future development and success in school and life.”

GUIDING PRINCIPLES

- Responsibility for children’s readiness lies not with the children, but with the adults who care for them and the systems that support them.
- Child development occurs across equally important and interrelated domains - physical well-being and motor development, social and emotional development, approaches to learning, language development, and cognition and general knowledge.
- The family plays the most important role in a young child’s life.
- The first five years of life are a critical development period.



IMMEDIATE STEPS

- CREATE EARLY LEARNING COLLABORATIVES IN EVERY COUNTY IN THE STATE.
- CREATE PUBLIC-PRIVATE PARTNERSHIPS IN LOCAL COMMUNITIES.
- ADOPT A STATE-WIDE PUBLIC ENGAGEMENT INITIATIVE (ANNUAL SUMMIT).

Characteristics of School Readiness

Children’s readiness for school encompasses their

- curiosity and enthusiasm for learning,
- physical and mental health status,
- ability to communicate effectively,
- capacity to regulate emotions,
- ability to adjust to the kindergarten classroom environment, and
- ability to cooperate with their teachers and peers



LONG RANGE STEPS

- PROVIDE OPPORTUNITY FOR ALL 0-5 TO PARTICIPATE IN FULL-YEAR EDUCATIONAL EXPERIENCES.
- ADOPT PRE-K - 3 NON-GRADED EDUCATION MODEL FOR CHILDREN AGES 4-8.
- PROVIDE ADEQUATE FUNDING TO SUPPORT PROGRAMS FOR ALL YOUNG CHILDREN.

Teaching and Learning

“The future of education in Georgia will demand curricula, assessments, and instruction that reflect advances in technology, the exponential growth of knowledge, and the type of student that has emerged from a culture of instant gratification and constant stimulation.”

GUIDING PRINCIPLES

- High levels of learning are attainable for all students.
- People learn differently and at different rates.
- Motivated and engaged learners derive more from their learning than do passive learners.
- Students are more successful when they have a measure of ownership in their learning.
- High-quality, job-embedded professional development for teachers and leaders supports the teaching-learning process.
- The quality of teaching and leadership makes a significant impact on student learning.
- Strong curriculum is broad, balanced, continually improved, rooted in the real world, and based on a common set of learning expectations.
- A system of balanced assessments is an integral component of effective teaching.
- Clear, high, and attainable learning expectations are essential for student success.
- The integration of technology into educational practices is essential for student engagement.



IMMEDIATE STEPS

- CREATE PROFESSIONAL LEARNING COMMUNITIES AND IMPLEMENT EXPERT COACHING IN ALL SCHOOLS.
- INTEGRATE CURRENTLY AVAILABLE TECHNOLOGIES TO SUPPORT LEARNING AND FACILITATE ASSESSMENT.
- DEVELOP CHALLENGING CURRICULA (COMMON CORE STATE STANDARDS MAY BE BASIS FOR ROBUST CURRICULA).
- DEVELOP A COMPREHENSIVE AND BALANCED SYSTEM OF ASSESSMENTS TO GUIDE WORK OF TEACHERS AND STUDENTS.
- CHALLENGE ALL STUDENTS THROUGH USE OF DIFFERENTIATED STRATEGIES IN INSTRUCTION AND ASSESSMENT OF STUDENTS.

“There are no silver bullets when it comes to good teaching, only thoughtful decision and hard work.”



LONG RANGE STEPS

- SYSTEMIC, STATE-WIDE, AND CONTINUOUS IMPROVEMENT IN CURRICULA, ASSESSMENT, AND INSTRUCTION FOR ALL STUDENTS TO ENSURE EQUITY AND EXCELLENCE FOR ALL.

Human and Organizational Capital

“No matter how modern the facility, how savvy the technology, or how abundant the teaching supplies, the expertise of the teachers and leaders has the greatest impact on the quality and extent of student learning.”

GUIDING PRINCIPLES

- Effective teaching enhances student learning.
- Selection and preparation of teacher candidates and ongoing support of teachers affect the quality of teaching.
- Compensation is an essential element in recruiting high-quality teachers.
- Effective feedback and supports through ongoing performance evaluation are essential to retaining high-quality teachers.
- Motivation is a major determinant of performance.
- Organizational structures and processes at the school and district levels affect learning.

IMMEDIATE STEPS

- CREATE A STATE-WIDE INITIATIVE TO IDENTIFY AND RECRUIT TALENTED CANDIDATES INTO TEACHER PREPARATION PROGRAMS.
- CONDUCT A REVIEW OF TEACHER AND LEADER PREPARATION PROGRAMS TO DETERMINE EFFECTIVE PROGRAMS AND STRATEGIES TO BETTER PREPARE TEACHERS AND LEADERS.
- PROVIDE COMPREHENSIVE RECRUITMENT, INDUCTION, AND RETENTION STRATEGIES FOR LOCAL SCHOOL DISTRICTS.
- DEVELOP A COMPREHENSIVE PERFORMANCE EVALUATION SYSTEM FOR TEACHERS AND LEADERS.
- PILOT TEACHER AND LEADER COMPENSATION PROGRAMS BASED ON COMPREHENSIVE PERFORMANCE EVALUATION SYSTEM TO DETERMINE EFFECTIVENESS AND SUSTAINABILITY.
- ESTABLISH LOCAL SCHOOL DISTRICTS AS HIGH RELIABILITY ORGANIZATIONS IN WHICH STUDENT ACADEMIC FAILURE IS UNACCEPTABLE.



LONG RANGE STEPS

- PROVIDE COLLEGE SCHOLARSHIPS FOR TALENTED TEACHER CANDIDATES IN EXCHANGE FOR COMMITMENT TO TEACH IN PUBLIC SCHOOLS IN STATE.
- PROVIDE VIABLE TEACHER AND LEADER COMPENSATION PROGRAMS BASED ON COMPREHENSIVE PERFORMANCE EVALUATION SYSTEM.
- ESTABLISH MORE EFFECTIVE TEACHER AND LEADER PREPARATION PROGRAMS WHICH INCLUDE CLINICAL PREPARATION.

Governance, Leadership and Accountability

“At each of the levels - federal, state, and local - various governing entities have the authority to enhance educational programs that schools and school districts provide, or they can create conditions that preclude the delivery of an adequate education to every child.”

GUIDING PRINCIPLES

- Effective educational governance requires a strategic vision.
- Children and society benefit from effective educational governance.
- Public education is an essential factor in a democratic society, in quality of life, and in economic development.
- Good governance requires effective leaders operating with integrity, ethical behavior, and good intent.
- People are accountable for their actions and outcomes.
- Relevant and accurate information is essential for good decisions.

IMMEDIATE STEPS

- REVIEW TITLE 20 OF O.C.G.A. AND OTHER EDUCATION STATUTES TO REPEAL OBSOLETE AND OVERLY SPECIFIC PROVISIONS.
- REVIEW PRE-SCHOOL TO GRADE 12 PUBLIC EDUCATION FUNCTIONS NOW PERFORMED BY MULTIPLE STATE AND REGIONAL AGENCIES FOR THE PURPOSE OF INCREASING EFFECTIVENESS AND EFFICIENCY BY REDUCING THE NUMBER OF AGENCIES.
- EXPLORE ALL AVAILABLE OPTIONS TO MOVE TOWARD EQUITABLE, EFFECTIVE, AND EFFICIENT DELIVERY OF INSTRUCTION TO ALL STUDENTS IN GEORGIA, REGARDLESS OF WHERE THEY LIVE.

LONG RANGE STEPS

- REVISE TITLE 20 OF O.C.G.A. AND OTHER EDUCATION STATUTES TO SUPPORT THE VISION.
- PROVIDE FOR APPOINTMENT OF THE STATE SCHOOL SUPERINTENDENT.
- PROVIDE FOR NON-PARTISAN ELECTION OF STATE BOARD MEMBERS BY CONGRESSIONAL DISTRICT.
- PROVIDE FOR NON-PARTISAN ELECTION OF ALL LOCAL BOARD MEMBERS.
- DEVELOP AND ADOPT A COMPREHENSIVE STATE-WIDE ACCOUNTABILITY SYSTEM BASED ON CLEARLY ESTABLISHED GOALS FOR EDUCATION.
- DEVELOP AND ADOPT IN EACH SCHOOL DISTRICT AN ACCOUNTABILITY SYSTEM BASED ON LOCAL GOALS ALIGNED WITH STATE GOALS.
- DEVELOP A STATE PROCEDURE FOR PERIODIC ACCOUNTABILITY EVALUATION OF LOCAL SCHOOL DISTRICT PERFORMANCE.

GOVERNANCE



FEDERAL



STATE



LOCAL

Culture, Climate, and Organizational Efficacy

“All organizations have a culture and a climate. A proactive approach to making them both as positive as possible will provide Georgia’s educational system the greatest opportunity to achieve a high level of organizational efficacy.”

GUIDING PRINCIPLES

- Trust, collegiality, and teamwork strengthen collective efforts.
- Organizational culture is an important determinant of climate and is a distinguishing factor between effective and ineffective schools and districts.
- Effective leadership is crucial to creating organizational climates that are conducive to learning.
- A healthy culture is devoid of blame and fosters engagement of all stakeholders in finding solutions to challenges.
- Organizational change and improvement occur only when individuals within organizations make needed changes.
- Innovation and purposeful change in organizations are necessary to achieve sustainable competitiveness.
- Highly reliable organizations are consistent in holding high expectations for all members.
- High-performing organizations recognize, appreciate, and address cultural differences; strength can be derived from the rich diversity of our public schools.
- Safety, order, and respect are necessary conditions for teaching and learning to occur.



IMMEDIATE STEPS

- MAKE EACH SCHOOL AND DISTRICT AN INVITING PLACE TO BE FOR STUDENTS, PARENTS, STAFF, AND COMMUNITY.
- HOLD COMMUNITY CONVERSATIONS AND CONDUCT SURVEYS TO DETERMINE STAKEHOLDER PERCEPTIONS OF SCHOOLS AND SCHOOL DISTRICTS.
- DEVELOP A CULTURE AND CLIMATE WITHIN SCHOOL DISTRICTS THAT FOSTERS INNOVATION AND RESPONSIBLE RISK TAKING.
- DEVELOP SCHOOL AND DISTRICT CULTURES THAT ARE SENSITIVE AND RESPONSIVE TO MAKE-UP OF COMMUNITY SERVED.
- DEVELOP SAFE, ORDERLY, AND SUPPORTIVE LEARNING ENVIRONMENTS BUILT ON RESPECT AND ENCOURAGEMENT.
- GET TO KNOW AND BE WILLING TO TRULY LISTEN TO STUDENTS.

“While the work of all schools and school districts is very similar, most have a sense that certain characteristics and traits make their schools and school districts unique, or at least different, from others.”



LONG RANGE STEPS

- ESTABLISH EACH SCHOOL AS THE CENTER OR HUB OF THE COMMUNITY IT SERVES.
- DEVELOP A CULTURE AND CLIMATE STATEWIDE THAT ENCOURAGES INNOVATION AND RESPONSIBLE RISK TAKING (SIGNIFICANT STATE SUPPORT REQUIRED FOR THIS TO OCCUR).

Teaching and Learning Resources

Guiding Principles

- Learning is a function of accessibility to information and the ability to make judgements about the quality of information.
- Learning is enhanced when the learning environment is flexible and adaptable.
- Technology enhances engagement in the learning process.
- Relevant and accurate information is essential for good decisions.
- People need a combination of real and virtual places for learning and sharing.

Immediate Steps

- Encourage the implementation of alternative educational delivery models.
- Establish state-wide committee to examine currently adopted and proposed alternative models for the delivery of education services.
 - Blended or totally virtual educational delivery models
 - Technology use in classrooms by students and teachers
 - School calendar modifications
 - School and grade organizations
 - Awarding of credit
 - Performance and content standards

- Methodology to measure student learning
- Accountability mechanisms

- Provide for full integration of current technology into the classroom coupled with high-quality professional learning for teachers in the use of technology.
- Implement a comprehensive, state-wide, longitudinal data system to improve decision making at all levels.

Long Range Steps

- Provide state-of-the-art technology for teaching and learning in all schools.
- Develop local protocols for the siting of schools and co-location of community services.

Financial Resources

Guiding Principles

- Citizen commitment to support taxation for public schools is enhanced when citizens embrace public education as an essential factor in economic development, a democratic society, and quality of life and are convinced that financial resources are being spent wisely.
- Ongoing evaluation of expenditure effectiveness increases the likelihood of securing and retaining public support for taxation.
- A fair, balanced, and equitable tax structure has the potential of generating sufficient revenue to ensure adequate educational funding.
- Expenditures for high-quality educational programs pay dividends by fostering well-being of communities and the state.
- The best funding mechanism is one that is based on a well crafted strategic plan for maximizing student learning.

- An appropriate system for financing public education is one that ensures equitable access to a high-quality public education for all children.

Immediate Steps

- Continue the work of the Special Council on Tax Reform and Fairness for Georgians to ensure an appropriate state tax structure.
- Provide state and local funds needed to implement a comprehensive data system and an evaluation system that use data to measure and improve effectiveness in meeting objectives for enhanced student learning.
- Initiate process for evaluating local school district expenditures that will ensure development and adoption of budgets that are focused on strategies for maximizing student learning.
- Provide high level of flexibility to local school districts in expenditure of funds

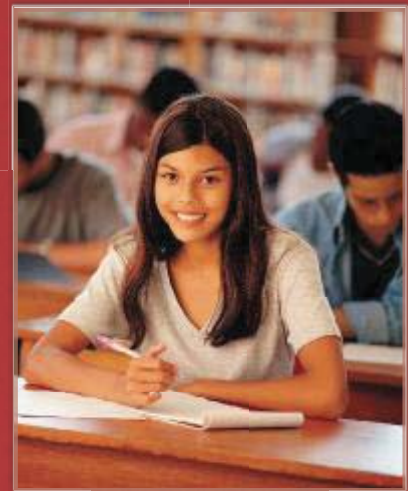
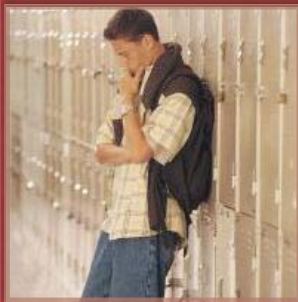
coupled with methods of evaluating their success and for positive state interventions when needed.

- Convene a commission to develop a new funding formula for public education that will provide for an optimal partnership between the state and local school districts in sharing responsibility for financial support of public education, and which will provide a level of state financial support that will make the attainment of our Vision for Public Education in Georgia a reality.

Long Range Steps

- Implement a mechanism for the financial support of early learning programs and services for children ages 0 - 5.
- Fully fund the formula developed by the commission proposed in "immediate steps".

WWW.VISIONFORPUBLICED.ORG



- **LEARN** - GO TO WWW.VISIONFORPUBLICED.ORG TO LEARN MORE ABOUT THE WORK OF THE VISION PROJECT
- **DISCUSS** - TALK ABOUT THE VISION, GUIDING PRINCIPLES, KEY ISSUES, CURRENT PRACTICES OF PROMISE AND RECOMMENDATIONS WITHIN YOUR COMMUNITY
- **ACT** - DEVELOP AND INITIATE A PLAN TO TURN THE VISION INTO REALITY

The Time is Now

The work is important, and it is urgent. The plan is of no value, however, if the vision is not shared; if the principles and values are not embraced; and if people across the state do not make a gut-level connection to the vision. Policymakers at all levels must embrace the vision and effect its implementation to ensure that every child receives an appropriate educational experience. The time is now to embrace a new vision and to set a new course for public education in Georgia. Our students deserve no less.

The Georgia School Boards Association and the Georgia School Superintendents Association in 2009 formed a joint venture to create a comprehensive and coherent vision for public education in the state of Georgia. This document provides a brief overview of the vision and a summarization of the guiding principles and forty-five recommendations within seven critical educational system components.

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
<u>August 18, 2011</u>

Agenda Item Number
<u>C-1</u>

TITLE:	Approval of Nepotism Policy (BHB) on <u>Final Reading</u>
REQUESTED ACTION:	Board Consideration of Superintendent's Recommendation to Approve Nepotism Policy (BHB) on <u>Final Reading</u>
SUMMARY EXPLANATION AND BACKGROUND:	<p>State Board of Education Rule 160-5-1-.36, Local School Board Governance, requires each local board of education to "adopt policies regarding nepotism, including, at a minimum," provisions specified in the Rule.</p> <p>The attached, proposed policy includes the two mandated nepotism provisions and references compliance with other aspects of the governance rule.</p>
MAJOR SYSTEM PRIORITY:	Increasing Accountability
FINANCIAL IMPACT:	N/A
EXHIBITS: (List)	Proposed Policy BHB
BOARD ACTION: (For Official School Board Records Only)	SOURCE OF ADDITIONAL INFORMATION: Dr. Frank R. Petruzielo 770-479-1871 Tom Roach, School Board Attorney Mike McGowan

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

In compliance with O.C.G.A § 20-2-51 and Georgia Board of Education Rule 160-5-1-.36 Local School Board Governance, the Board of Education (“the Board”) adopts the following nepotism provisions:

No person who has a spouse, child, sibling, or parent or the spouse of a child, sibling, or parent (“Immediate Family Member”) sitting on the Board or serving as the Superintendent or as a principal, assistant principal or system administrative staff shall be eligible to serve as a member of the Board, provided that the immediate family member’s employment in his or her position began on or after January 1, 2010. This paragraph shall apply only to Board members elected or appointed on or after July 1, 2009. Nothing in this paragraph shall affect the employment of any person who was employed by the Board on or before July 1, 2009, or who is employed by the Board when an immediate family member becomes a Board member.

No person shall be eligible to be appointed, employed or to serve as the Superintendent of Schools who has an immediate family member sitting on the Board or who has an immediate family member hired as or promoted to a position as principal, assistant principal or system administrative staff on or after July 1, 2009, provided that the immediate family member’s employment in his or her position began on or after January 1, 2010. Nothing in this paragraph shall affect the employment of any person who was employed on or before July 1, 2009, or who is employed when an immediate family member becomes the Superintendent.

PROPOSED: July 27, 2011

Cherokee County Board of Education

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
August 18, 2011

Agenda Item Number
C-2

TITLE:	Approval of Fund Balance Policy (DCL) on <u>First Reading</u>	
REQUESTED ACTION:	Board Consideration of Superintendent's Recommendation to Approve Fund Balance Policy (DCL) on <u>First Reading</u>	
SUMMARY EXPLANATION AND BACKGROUND:	<p>Governmental Accounting and Auditing Guidelines recommend that an entity's fund balance operational reserves should reflect approximately 15% of prior year budgeted expenditures. This financial level of reserves is also used by financial rating agencies as an indication of an organization's financial strength, management's good judgment in making financial decisions and the stability necessary for an entity to continue to exist in future years and to pay off debt, if any.</p> <p>In compliance with General Accounting Standards Board (GASB) Statement No.54 and recommendations by the Georgia Department of Education (GDOE) Financial Review Section, the Board of Education is currently being requested to adopt a Fund Balance Policy, Descriptor Code DCL. This policy must establish School District goals and guidelines concerning the desired level of fund balance to be maintained by the District and responsibility for designating fund balance to specific classifications.</p>	
MAJOR SYSTEM PRIORITY:	Accountability – Compliance with GASB Statement No. 54 and GDOE Financial Review Section Guidelines	
FINANCIAL IMPACT:	N/A	
EXHIBITS: (List)	Proposed Policy (DCL)	
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:	
(For Official School Board Records Only)	Dr. Frank R. Petruzielo Candler Howell	(770) 479-1871 (770) 704-4244
	Name	Phone

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

The Cherokee County Board of Education recognizes that maintenance of fund balance is essential to preservation of the financial integrity of the School District and is fiscally advantageous for both the School District and local taxpayers. This policy establishes goals and provides guidance concerning the desired level of fund balance to be maintained by the School District to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures and similar circumstances. The School District also seeks to maintain the highest possible credit ratings which are dependent, in part, on the School District's maintenance of an adequate fund balance.

Fund balance is a measurement of available financial resources and is the difference between total assets and total liabilities in each fund.

Beginning with the most restrictive constraints, fund balance amounts will be reported in the following categories:

- 1) **Nonspendable fund balance** – amounts that are not in a spendable form (e.g., inventory) or are legally or contractually required to be maintained intact (e.g., permanent fund principal).
- 2) **Restricted fund balance** – amounts that can be spent only for the specific purposes stipulated by external parties either constitutionally or through enabling legislation (e.g., grants or donations).
- 3) **Committed fund balance** – amounts that can be used only for specific purposes determined by a formal action of the Cherokee County Board of Education. Commitments may be changed or lifted only by referring to the formal action that imposed the constraint originally (e.g., the School District's commitment in connection with future construction projects).
- 4) **Assigned fund balance** – amounts intended to be used by the School District for specific purposes. Intent can be expressed by the Cherokee County Board of Education or by a designee to whom the Cherokee County Board of Education delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- 5) **Unassigned fund balance** – includes all amounts not contained in other classifications and is the residual classification of the general fund only. Unassigned amounts are available for any legal purpose.

The responsibility for designating funds to specific classifications shall be as follows:

Committed Fund Balance – The Cherokee County Board of Education is the District’s highest level of decision-making authority, and the action is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Board.

Assigned Fund Balance – The Board of Education authorizes the Superintendent and the Assistant Superintendent for Financial Management as officials authorized to assign fund balance to a specific purpose, as approved by this fund balance policy.

It is the initial goal of the School District to achieve and maintain an unassigned fund balance in the General Fund at fiscal year-end between 12-15% of prior year general fund budgeted expenditures and not to exceed 15% of the total budget of the subsequent fiscal year, net of any committed reserve balance for capital expenditures and assigned fund balances “to cover unanticipated deficiencies in revenue or unanticipated expenditures,” in compliance with O.C.G.A. 20-2-167(a)5. If the total of the unassigned, assigned, and committed fund balances (net of the previous allowances) at fiscal year-end falls below this goal, the District shall develop a short and long range restoration plan to achieve and maintain the minimum fund balance. Unbudgeted Activity funds shall be excluded from the calculation.

- This amount provides adequate funding to cover approximately three months of operating expenses.
- This amount provides the liquidity necessary to accommodate the District’s uneven cash flow, which is inherent in its periodic tax collection schedule.
- This amount provides the liquidity necessary to respond to contingent liabilities.
- This amount may provide additional resources for other funds.

When multiple categories of fund balance are available for expenditure (e.g., a project is being funded partly by a grant, funds set aside by the Cherokee County Board of Education, and unassigned fund balance), the School District will start with the most restricted category and spend those funds first before moving down to the next category with available funds.

Proposed: August 18, 2011

Cherokee County Board of Education

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
<u>August 18, 2011</u>

Agenda Item Number
<u>D-1</u>

TITLE:	May 2011 and June 2011 Financial Reports and Sales Tax Updates						
REQUESTED ACTION:	Board Consideration of Superintendent's Recommendation for Approval of May 2011 and June 2011 Financial Reports and Sales Tax Updates						
SUMMARY EXPLANATION AND BACKGROUND:	<p align="center">FINANCIAL REPORTS FOR MAY 2011 AND JUNE 2011</p> <p align="center">See Attached Reports.</p>						
MAJOR SYSTEM PRIORITY:	Increasing Accountability						
FINANCIAL IMPACT:	N/A						
EXHIBITS: (List)	Attached Financial Reports and Sales Tax Updates						
BOARD ACTION: (For Official School Board Records Only)	<table border="1"> <tr> <td colspan="2">SOURCE OF ADDITIONAL INFORMATION:</td> </tr> <tr> <td>Candler Howell</td> <td>(770) 704-4244</td> </tr> <tr> <td>_____ Name</td> <td>_____ Phone</td> </tr> </table>	SOURCE OF ADDITIONAL INFORMATION:		Candler Howell	(770) 704-4244	_____ Name	_____ Phone
SOURCE OF ADDITIONAL INFORMATION:							
Candler Howell	(770) 704-4244						
_____ Name	_____ Phone						

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

CHEROKEE COUNTY BOARD OF EDUCATION

Dr. Frank R. Petruzielo, Superintendent

Candler Howell, Asst. Superintendent

**FINANCIAL REPORT
May 2011**

General Fund

For the month ending May 31, 2011, the eleventh month of the 2010-11 Fiscal Year, the School District's Operating Account (General Fund) has received \$288,953,668 in revenue (year-to-date) consisting of state funds of \$133 million (87% of budget), federal funds of \$10,383,174 (96% of budget, which includes \$7.4 million of Federal Education Jobs Bill), collection of Ad Valorem property taxes of \$128.5 million (95% of budget), and \$17,035,328 other local sources (123% of budgeted amount). All operating expenditures of \$262,436,290 are within the Board of Education's approved 2010-11 budget and represent less than 86% of total budgeted expenditures.

Capital Outlay

For the month of May 2011 of Fiscal Year 2010-11, the Capital Outlay Fund reflected receipt of \$125 million of bonds sold in Fiscal Year 2007, \$104 million of bonds sold in Fiscal Year 2010 and \$39,854,332 of Direct Pay Qualified School Construction bonds sold in December 2010 from the Board-Approved Sale of General Obligation Bonds for capital outlay purposes. The Capital Outlay Fund balance of \$76,239,434 as of May 31, 2011, is a consolidation of these three bond sales less expenses paid, as of this date.

Current SPLOST

For Fiscal Year 2010-11, the Cherokee County School District received \$2,342,579 in May 2011, for the month of April 2011, the 40th (of 60) months of sales tax collections for the 2008-2012 SPLOST. Collections received were below projections for the month by (\$17,421) and below cumulative projections by (\$157,461).

Cherokee County School District
FINANCIAL REPORT
AS OF MAY 2011

BALANCE SHEET

	GENERAL FUND	DEBT SERVICE	BOND SPLOST	CAPITAL OUTLAY	TOTAL
<u>ASSETS</u>					
Cash	\$ 282,060	\$ 282,794	\$ 121,500	\$ 141,510	\$ 827,864
Investments	31,290,163	744,075	22,100,588	70,139,847	124,274,673
Accounts Receivable	2,351,224	17,695		5,958,077	8,326,996
TOTAL ASSETS	\$ 33,923,447	\$ 1,044,564	\$ 22,222,088	\$ 76,239,434	\$ 133,429,533
<u>LIABILITIES</u>					
Accounts Payable	\$ 11,009	\$ 825,905			\$ 836,914
<u>FUND BALANCE</u>					
Fund Balance	33,912,438	218,659	\$ 22,222,088	\$ 76,239,434	132,592,619
TOTAL LIABILITIES AND FUND BALANCE	\$ 33,923,447	\$ 1,044,564	\$ 22,222,088	\$ 76,239,434	\$ 133,429,533

REVENUE AND EXPENSE

Revenue	\$ 288,953,668	\$ 4,679,049	\$ 25,646,104	\$ 47,854,727	\$ 367,133,548
Expense	262,436,290	3,903,665	27,757,998	36,622,360	330,720,313
Excess Revenue over Expense	\$ 26,517,378	\$ 775,384	\$ (2,111,894)	\$ 11,232,367	\$ 36,413,235
BEGINNING FUND BALANCE	7,395,060	(556,725)	24,333,982	65,007,067	96,179,384
ENDING FUND BALANCE	\$ 33,912,438	\$ 218,659	\$ 22,222,088	\$ 76,239,434	\$ 132,592,619

CHEROKEE COUNTY BOARD OF EDUCATION

Dr. Frank R. Petruzielo, Superintendent

Candler Howell, Asst. Superintendent

FINANCIAL REPORT

June 2011

General Fund

For the month ending June 30, 2011, the twelfth month of the 2010-11 Fiscal Year, the School District's Operating Account (General Fund) has received \$334,567,895 in revenue (year-to-date) consisting of state funds of \$171.2 million (97% of budget), federal funds of \$10,404,615 (97% of budget, which includes \$7.4 million of Federal Education Jobs Bill), collection of Ad Valorem property taxes of \$135.4 million (101% of budget), and \$17,449,041 other local sources (127% of budgeted amount). All operating expenditures of \$304,245,364 are within the Board of Education's approved 2010-11 budget and represent less than 99% of total budgeted expenditures.

Capital Outlay

For the month of June 2011 of Fiscal Year 2010-11, the Capital Outlay Fund reflected receipt of \$125 million of bonds sold in Fiscal Year 2007, \$104 million of bonds sold in Fiscal Year 2010 and \$39,854,332 of Direct Pay Qualified School Construction bonds sold in December 2010 from the Board-Approved Sale of General Obligation Bonds for capital outlay purposes. The Capital Outlay Fund balance of \$69,800,573 as of June 30, 2011, is a consolidation of these three bond sales less expenses paid, as of this date.

Current SPLOST

For Fiscal Year 2010-11, the Cherokee County School District received \$2,387,487 in June 2011, for the month of May 2011, the 41st (of 60) months of sales tax collections for the 2008-2012 SPLOST. Collections received were above projections for the month by \$27,487, but below cumulative projections by (\$129,974).

Cherokee County School District
FINANCIAL REPORT
AS OF JUNE 2011

BALANCE SHEET

	GENERAL FUND	DEBT SERVICE	BOND SPLOST	CAPITAL OUTLAY	TOTAL
<u>ASSETS</u>					
Cash	\$ 122,746	\$ 22,984	\$ 21,500	\$ 71,474	\$ 238,704
Investments	24,298,744	218,170	24,588,082	65,139,847	114,244,843
Accounts Receivable	31,354,887	58,156		5,958,077	37,371,120
TOTAL ASSETS	\$ 55,776,377	\$ 299,310	\$ 24,609,582	\$ 71,169,398	\$ 151,854,667
<u>LIABILITIES</u>					
Accounts Payable	\$ 18,208,892			\$ 1,368,825	\$ 19,577,717
<u>FUND BALANCE</u>					
Fund Balance	37,567,485	\$ 299,310	\$ 24,609,582	\$ 69,800,573	132,276,950
TOTAL LIABILITIES AND FUND BALANCE	\$ 55,776,377	\$ 299,310	\$ 24,609,582	\$ 71,169,398	\$ 151,854,667

REVENUE AND EXPENSE

Revenue	\$ 334,567,895	\$ 4,759,700	\$ 28,033,598	\$ 48,257,096	\$ 415,618,289
Expense	304,245,364	3,903,665	27,757,998	43,463,590	379,370,617
Excess Revenue over Expense	\$ 30,322,531	\$ 856,035	\$ 275,600	\$ 4,793,506	\$ 36,247,672
BEGINNING FUND BALANCE	7,244,954	(556,725)	24,333,982	65,007,067	96,029,278
ENDING FUND BALANCE	\$ 37,567,485	\$ 299,310	\$ 24,609,582	\$ 69,800,573	\$ 132,276,950

**1% SALES TAX
COMPARISON OF COLLECTIONS
AS OF JUNE 2011**

REPORTING MONTH	60 MONTH COLLECTION PERIOD	PROJECTED COLLECTIONS	BOE 1% COLLECTIONS	DIFFERENCE BETWEEN ACTUAL AND PROJECTED COLLECTIONS
March 2008	January 2008 (1)	\$ 2,475,322	\$ 1,960,064	\$ (515,258)
April 2008	February 2008 (2)	2,475,322	2,408,444	(66,878)
May 2008	March 2008 (3)	2,475,322	2,699,122	223,800
June 2008	April 2008 (4)	2,475,322	2,391,211	(84,111)
July 2008	May 2008 (5)	2,475,322	2,580,678	105,356
August 2008	June 2008 (6)	2,475,322	2,695,598	220,276
September 2008	July 2008 (7)	2,475,322	2,476,473	1,151
October 2008	August 2008 (8)	2,475,322	2,385,210	(90,112)
November 2008	September 2008 (9)	2,475,322	2,681,097	205,775
December 2008	October 2008 (10)	2,316,671	2,107,192	(209,479)
January 2009	November 2008 (11)	2,316,671	2,180,564	(136,107)
February 2009	December 2008 (12)	2,316,671	2,729,722	413,051
March 2009	January 2009 (13)	2,316,671	2,196,992	(119,679)
April 2009	February 2009 (14)	2,316,671	1,711,344	(605,327)
May 2009	March 2009 (15 & 16)	2,316,671	3,163,000	846,329
June 2009	May 2009 (17)	2,316,671	2,216,734	(99,937)
July 2009	June 2009 (18)	2,316,671	2,176,212	(140,459)
August 2009	July 2009 (19)	2,316,671	2,355,889	39,218
September 2009	August 2009 (20)	2,316,671	2,550,181	233,510
October 2009	September 2009 (21)	2,316,671	2,097,627	(219,044)
November 2009	October 2009 (22)	2,316,671	2,281,598	(35,073)
December 2009	November 2009 (23)	2,350,560	2,349,124	(1,436)
January 2010	December 2009 (24)	2,350,560	2,442,747	92,187
February 2010	January 2009 (25)	2,350,560	2,351,940	1,380
March 2010	February 2010 (26)	2,350,560	2,100,480	(250,080)
April 2010	March 2010 (27)	2,350,560	2,481,825	131,265
May 2010	April 2010 (28)	2,350,560	2,335,399	(15,161)
June 2010	May 2010 (29)	2,350,560	2,504,521	153,961

**1% SALES TAX
COMPARISON OF COLLECTIONS
AS OF JUNE 2011**

<u>REPORTING MONTH</u>	<u>60 MONTH COLLECTION PERIOD</u>	<u>PROJECTED COLLECTIONS</u>	<u>BOE 1% COLLECTIONS</u>	<u>DIFFERENCE BETWEEN ACTUAL AND PROJECTED COLLECTIONS</u>
July 2010	June 2010 (30)	2,350,560	2,336,803	(13,757)
August 2010	July 2010 (31)	2,350,560	2,369,606	19,046
September 2010	August 2010 (32)	2,350,560	2,471,860	121,300
October 2010	September 2010 (33)	2,350,560	2,245,568	(104,992)
November 2010	October 2010 (34)	2,350,560	2,216,851	(133,709)
December 2010	November 2010 (35)	2,349,961	2,177,439	(172,522)
January 2011	December 2010 (36)	2,349,961	2,769,175	419,214
February 2011	January 2011 (37)	2,349,961	2,103,269	(246,692)
March 2011	February 2011 (38)	2,360,000	2,238,054	(121,946)
April 2011	March 2011 (39)	2,360,000	2,374,900	14,900
May 2011	April 2011 (40)	2,360,000	2,342,579	(17,421)
June 2011	May 2011 (41)	<u>2,360,000</u>	<u>2,387,487</u>	<u>27,487</u>
	Total	<u>\$ 94,774,553</u>	<u>\$ 94,644,579</u>	<u>\$ (129,974)</u>

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
<u>August 18, 2011</u>

Agenda Item Number
<u>D-2</u>

TITLE:	2011-12 Annual School Sales Project Authorization/Approval	
REQUESTED ACTION:	School Board Annual Pre-Approval of Authorized School Fund-Raising Activities for 2011-12 School Year	
SUMMARY EXPLANATION AND BACKGROUND:	<p>Cherokee County School District Policy (JK) requires all school-sponsored, and/or student participation in, fund-raising activities to be approved in advance by the Board of Education and to conform to the policies of the State Board of Education.</p> <p>Pursuant to a request from School Board Members, the Superintendent and staff have developed the attached inclusive list of annual fund-raising projects and activities to be pre-approved by the Board for the 2011-12 school year.</p> <p>School principals utilizing fund-raising projects and activities from the attached list, after this approval by the Board of Education, will be able to request and receive more timely approval for such projects directly from the Office of Financial Management. Any new fund-raisers or sales projects involving student participation which are not included on the attached Board-approved list will still need to be submitted to the School Board for approval, as specified in School Board Policy (JK).</p>	
MAJOR SYSTEM PRIORITY:	Increasing Accountability	
FINANCIAL IMPACT:	N/A	
EXHIBITS: (List)	List of Fund-Raising Activities	
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:	
(For Official School Board Records Only)	Candler Howell	(770) 704-4244
	_____ Name	_____ Phone

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

**CHEROKEE COUNTY SCHOOL DISTRICT ♦ BOARD OF EDUCATION-APPROVED
2011-12 SCHOOL FUND-RAISING ACTIVITIES**

- Advertisement/Banner Sales
- After School Art Class
- Art Fair
- Artwork Keepsakes
- Athletic Camp, Basketball
- Athletic Camp, Cheerleading
- Athletic Camp, Football
- Athletic Camp, Soccer
- Athletic Camp, Softball
- Athletic Camp, Speed
- Athletic Camp, Tennis
- Athletic Camp, Volleyball
- Athletic Competition, Mountain Bike Riding
- Athletic Competition, Tennis
- Athletic Competition, 5K
- Athletic Competition, Baseball
- Athletic Competition, Cheerleading
- Athletic Competition, Dodge Ball
- Athletic Competition, Football
- Athletic Competition, Fun Run
- Athletic Competition, Golf
- Athletic Competition, Jog-a-thon
- Athletic Competition, Jump Rope
- Athletic Competition, Ladies' Football Game
- Athletic Competition, Lift-a-thon
- Athletic Competition, Track & Relay
- Athletic Competition, Run-a-thon
- Athletic Competition, Shoot-a-thon
- Athletic Competition, Softball
- Athletic Competition, Swim-a-thon
- Athletic Competition, Volleyball
- Athletic Competition, Soccer
- Athletic Competition, Wrestling
- Balloon Animals
- Band Program Sales
- Basket Sales
- Battle of the Bands
- Bingo (Permit Required)
- Book Fair
- Calendar Sales
- Camp Kudzu
- Candle Sales
- Car Show
- Car Wash
- Casino Night
- Catalog Sales
- Catering at School Events
- CD Sales
- Children's Charities
- Children's Garden
- Clock Sale
- Coin Collections
- Concert in the Park
- Concert Tickets
- Concession Sales
- Cookbook Sales
- Craft Fair
- Designated Day, Crazy Hair Day
- Designated Day, Hat Day
- Designated Day, Jeans Day for Teachers
- Designated Day, Pajama Day
- Designated Day, Pink Out
- Dinner and a Movie
- Donation, Used Coats
- Donation, Used Dresses
- Drama Production DVD Sales
- Drink Sales, Coffee
- Drink Sales, Frozen
- Drink Sales, Soda
- Drink Sales, Water
- Drum Show
- DVD Sales
- Earth Day Fundraiser
- Engraving
- Extracurricular Ticket Sales
- Face Painting, Removable Tattoos
- Faculty Student Intramural Game
- Fall Festival
- Family Fun Night
- Fashion Show
- Field Trip Scholarship
- Film and Music Festival
- Firewood Sale
- Floral Plant Sale
- Food Brochure Sales
- Food Drive
- Food, Baked Goods Sale
- Food, Baked Potato Bar
- Food, Beef Jerky
- Food, Cheese Tray
- Food, Cheesecake
- Food, Chocolate
- Food, Cookie Dough
- Food, Donut
- Food, Frozen Meat
- Food, Fruit
- Food, Ice Cream
- Food, Nutritious Snacks
- Food, Nuts
- Food, PB&J
- Food, Pie
- Food, Pizza Kit
- Food, Popcorn
- Food, Salsa
- Food, Soup
- Game Cards Sales
- Gift Certificates
- Gold Rush Party
- Holiday Ornament Sales
- Holiday Treat Bags
- Holiday Workshop
- Home Run Pledge
- Jewelry Sales
- Kids Camp
- Label Redemption of Food
- Letter Writing Campaign
- Local Business Sponsorships
- Luminary Sales
- Magazine Sales
- Makeovers
- Massages (Adults)
- Matchmaker Game
- Math-a-thon
- Meal, Pizza Night
- Meal, BBQ Dinner
- Meal, Breakfast Sale
- Meal, Chicken Sandwich Night
- Meal, Chili Cook-Off
- Meal, Father Child Breakfast
- Meal, Spaghetti Dinner
- Meal, Zaxby's
- Movie Night
- Musical and Dinner
- No Shave Contest
- Notepad Sales
- Online Shopping
- Orchestra Night
- Pageant
- PE Clothing Sales
- PE Locker Rentals
- Picture, Family
- Picture, K Cap & Gown
- Picture, Panoramic
- Picture, School
- Picture, Buddy
- Picture, Seasonal
- Pine Straw & Mulch Sale
- Pocketbook & Accessories
- Raffles (Permit Required)
- Recycling, Books
- Recycling, Cell Phones
- Recycle, Ink Cartridges
- Rock-a-thon
- Santa Gift Shop
- Saturday with Santa
- School Dance
- School Logo
- School Store
- Special Grams, Singing
- Special Grams, Candy
- Special Grams, St. Patrick's Day
- Spirit Night
- Spirit Sales, Car Flags
- Spirit Sales, Car Magnetic Signs
- Spirit Sales, Cheerleading Dolls
- Spirit Sales, Coffee Mugs
- Spirit Sales, Flip-Flops
- Spirit Sales, Spirit Wear
- Spirit Sales, Yard Signs
- Spring Festival
- Spring Musical
- Stadium Chair Sales
- Student Supply Kits
- Student Tribute Page
- Talent Show
- Teacher Luncheon
- Teacher Treats
- Tickets, Falcons
- Tickets, Braves
- Tupperware Sales
- Video Game Competition
- Video Yearbook Sale
- Winter Festival
- Wrap a Locker
- Wrapping Paper Sales
- Yard Sales
- Yearbook Sales
- Zumba Class (after school)

BOARD POLICY
Solicitations

Descriptor Code: JK

No fund raising organizations shall be permitted to solicit funds from students without prior approval from the Board of Education.

Students shall not be permitted to solicit funds in school sponsored activities without prior approval from the Board of Education.

The Board of Education prohibits students in grades eight or lower from participating in door to door sales.

ADOPTED: August 2, 2001

Cherokee County Board of Education

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
<u>August 18, 2011</u>

Agenda Item Number
<u>E-1</u>

TITLE:	Out of State Travel Request	
REQUESTED ACTION:	Board Consideration of Superintendent's Recommendation for Approval of Out of State Travel	
SUMMARY EXPLANATION AND BACKGROUND:	See attachment for out of state travel request to attend professional conference.	
MAJOR SYSTEM PRIORITY:	Attracting, retaining, and training the best teachers, Principals, and support staff	
FINANCIAL IMPACT:	State Staff Development FY 2011-12	
EXHIBITS: (List)	Attached Summary	
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:	
(For Official School Board Records Only)	Dr. Carla D. Cohen Jackie Miller <hr/> Name	770-479-1871 770-479-1871 <hr/> Phone

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

OUT OF STATE TRAVEL REQUESTS
August 18, 2011

Name	School	Dates	Reason	Place	Cost
Buffy J. Hamilton, Media Specialist	Creekview HS	10/25-28/11	Present at the American Association of School Libraries (AASL) 15 th Annual National Conference	Minneapolis, MN	\$290 *

* State Staff Development FY 2011-12

**SUMMARY EXPLANATION AND BACKGROUND
FEDERAL PERKINS PROGRAM FIVE YEAR LOCAL PLAN FOR
IMPROVING CAREER AND TECHNICAL EDUCATION
FISCAL YEAR 2012**

Pursuant to the School Board's Major System Priority to work in collaboration with technical colleges, other institutions of higher learning and the local business community, insuring the Career, Technical and Agricultural Education (CTAE) programs prepare students for a diverse and technologically rich society, the Local Plan for the Improvement of Career, Technical and Agricultural Education/One-Year Funding Application for Fiscal Year 2012 continue to reflect the Cherokee County School District's Career Pathway initiative begun during the 2002-03 school year. The commitment to develop, implement and manage instructional opportunities for our students, through the District's Vision of Career, Technical and Agricultural Education, remains vibrant and strong, with annual local plans displaying important elements of district-wide initiatives, including the addition of the Teacher As Advisor program, expansion of Career Pathway offerings and continuation of the Senior Project.

The Local Plan outlines year-long student achievement and program improvement strategies with specific goals and objectives for all CTAE Pathways offered at the middle and high school levels. Federal legislation regulating the Perkins Career and Technical Education Program provides a list of options from which local school districts may choose. Teachers, administrators and community members assist in the preparation of goals, objectives, timelines and funding allocations. Plans reflect the use of local, state and federal funding sources to support and maintain CTAE programs. Cherokee County School District Local Plan includes the following strategies:

1. Post course standards and teacher expectations in classrooms.
2. Align course curriculum with academic and technical standards.
3. Coordinate with special populations' personnel to better assess abilities, interests, aptitudes, and unique learning needs and styles.
4. Involve other instructors in a team-approach to teaching.
5. Develop a student mentor/tutor system to increase student achievement.
6. Provide follow-up activities to clarify, reinforce, or extend what is being learned.
7. Work with the post-secondary technical colleges to prepare articulation agreements for courses taught at each school.
8. Evaluate and discuss the school's course schedule with administrators to assure conflicts are minimized or eliminated.
9. Develop and implement marketing plans for all programs and include students in the planning.
10. Implement a Teachers As Advisors program to provide students with consistent, trusted adult advisors.
11. Expand the availability of work-based learning experiences in high-wage, high-skills, and high-demand careers.
12. When providing work-based learning lessons and experiences for students, make sure they are exposed to all aspects of that particular industry or business.

13. Ensure all posters, brochures, fliers, and other promotional materials include nontraditional occupations which feature photos and testimonials of women and minorities working in these occupations.
14. Provide students with the grading rubric, grading procedures, and/or other grading criteria so they know course and project standards at the beginning of each course.

The Local Plan utilizes the goals and objectives included in the Board's Five Year Strategic Plan as the foundation for the CTAE programs. Additionally, the federal Perkins legislation includes benchmarks relative to meeting academic and technical skill attainment, graduation rate and nontraditional participation. Cherokee County School District meets all the benchmarks established, with the exception of nontraditional participation. In order to continue meeting and exceeding all benchmarks, the Local Plan includes the following strategies relative to the CTAE program:

- Establish and expect students and staff to meet high expectations
- Involve each student and his/her parents/guardian in completing an individualized advisement visit to complete an accelerated and challenging program of study with a career/technical and/or academic focus.
- Program of Study: Have students complete a challenging program of study with an upgraded academic core and a major.
- Provide a structured system of extra help to enable students to successfully complete an accelerated program of study.
- Use student assessment and program evaluation information to check and improve curriculum, instruction, school climate, organization and management.
- Increase access to career/technical studies with major emphasis on blending college level math, science, language arts, and problem solving skills in the context of business and technical studies.

The Fiscal Year 2012 budget for CTAE programs includes State QBE and Local funds of slightly more than \$6.4 Million and Federal Perkins Grants of \$228,645. Funds are used for teacher salaries, equipment, supplies and professional development, supporting the following Career Pathways:

- Plant Science/Horticulture;
- Broadcasting and Digital Media;
- Administrative/Information Support;
- Computing;
- Financial Management – Accounting and Services;
- Interactive Media;
- Small Business Development;
- Early Childhood Education;
- Teaching as a Profession;
- Energy Systems;
- Engineering;
- Manufacturing;
- Interior Design;
- Nutrition and Food Science;

- Law and Justice
- Junior Reserve Officers Training Corp (Air Force, Army, Navy);
- Therapeutic Services (Nursing, Emergency Services and Medical Services);
- Intervention Programs for students at-risk of failure (CTI/CCAЕ);
- Fashion Marketing;
- Marketing and Management,
- Sports and Even Marketing;
- Trade and Industrial Education Programs (automotive, construction, drafting/engineering, metals).

The initial plans were submitted to the Georgia Department of Education Division of Career, Technical and Agricultural Education Programs as required on May 13, 2011. Plans become effective upon formal adoption by the local School Board with signature by the Superintendent of Schools and upon execution by the Georgia State Superintendent of Schools or authorized designee pursuant to authorization by the Georgia State Board of Education.

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
<u>August 18, 2011</u>

Agenda Item Number
<u>F-1</u>

TITLE:	Out of State and Overnight Field Trips	
REQUESTED ACTION:	Board Consideration of Superintendent's Recommendation for Approval of Out of State and Overnight Field Trips	
SUMMARY EXPLANATION AND BACKGROUND:	See Attached List of Field Trips	
MAJOR SYSTEM PRIORITY:	Increasing Accountability	
FINANCIAL IMPACT:	N/A	
EXHIBITS: (List)	See Attachment	
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:	
(For Official School Board Records Only)	Dr. Brian Hightower	770-479-1871
	Dr. Carla D. Cohen	770-479-1871
	_____ Name	_____ Phone

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on:

_____ Date

By:

_____ School Board Chairman

Initialized: 3/3/99
Revised: 1/10/03

**OUT OF STATE AND OVERNIGHT FIELD TRIPS
FOR BOARD APPROVAL – AUGUST 18, 2011**

School	Grade	Date	Destination	Reason/Nature
E. T. Booth MS	8	4/25-29/12	Lake Buena Vista, FL	Disney Performing Arts Workshop for Music Department
Freedom MS	7-8	4/26-29/12	Lake Buena Vista, FL	Disney Performing Arts Workshop for Music Department
Woodstock MS	8	5/2-6/12	Lake Buena Vista, FL	Disney Performing Arts Workshop for Music Department
Cherokee HS	10-11	12/4-13/11	Singapore, Southeast Asia	Selected Air Force JROTC will learn cultural and military differences.
Creekview HS	9-12	6/29-7/2/12	San Antonio, TX	Future Business Leaders of America (FBLA) National Leadership Conference
Etowah HS	9-12	9/30-10/1/11	Charlotte, NC	Cross Country Invitational
Etowah HS	11-12	11/6-8/11	New York City, NY	Newspaper Editorial Staff will attend Columbia University Fall Journalism Conference.
Sequoyah HS	9-12	9/30-10/1/11	Nashville, TN	Air Force JROTC Competition
Sequoyah HS	11-12	11/16-20/11	Minneapolis, MN	Yearbook and Newspaper Staff will attend National High School Journalism Convention.

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
<u>August 18, 2011</u>

Agenda Item Number
<u>F-2</u>

TITLE:	Monthly Update on Capital Outlay Projects														
REQUESTED ACTION:	Board Consideration of Superintendent's Recommendation for Approval of Update on Capital Outlay Projects														
SUMMARY EXPLANATION AND BACKGROUND:	See summaries from architectural firms attached and accompanying status report from the Assistant Superintendent, Support Services, Facilities and Construction Management.														
MAJOR SYSTEM PRIORITY:	Increasing Accountability														
FINANCIAL IMPACT:	N/A														
EXHIBITS: (List)	See attachments.														
BOARD ACTION: (For Official School Board Records Only)	<table border="0"> <tr> <td colspan="2">SOURCE OF ADDITIONAL INFORMATION:</td> </tr> <tr> <td>Russ Sims</td> <td align="right">770-721-8447</td> </tr> <tr> <td>Phil Parrott</td> <td align="right">770-721-8457</td> </tr> <tr> <td>Jim Sarks</td> <td align="right">770-721-8458</td> </tr> <tr> <td>Steve Werner</td> <td align="right">770-721-8455</td> </tr> <tr> <td>_____</td> <td align="right">_____</td> </tr> <tr> <td>Name</td> <td align="right">Phone</td> </tr> </table>	SOURCE OF ADDITIONAL INFORMATION:		Russ Sims	770-721-8447	Phil Parrott	770-721-8457	Jim Sarks	770-721-8458	Steve Werner	770-721-8455	_____	_____	Name	Phone
SOURCE OF ADDITIONAL INFORMATION:															
Russ Sims	770-721-8447														
Phil Parrott	770-721-8457														
Jim Sarks	770-721-8458														
Steve Werner	770-721-8455														
_____	_____														
Name	Phone														

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

**CHEROKEE COUNTY SCHOOL DISTRICT
OFFICE OF ASSISTANT SUPERINTENDENT
SUPPORT SERVICES, FACILITIES AND CONSTRUCTION MANAGEMENT**

August 18, 2011

TO: Dr. Frank R. Petruzielo

FROM: Russ Sims

SUBJECT: **CONSTRUCTION STATUS REPORTS**

We have reviewed the submitted monthly status reports from the architects and offer the following additional comments:

Elementary School "H" (Hunt Road Site)

- Kitchen equipment installation is nearing completion.
- Finish painting is complete except for touch-up.
- Installation of ceiling grid is complete and above ceiling inspections are nearly complete.
- Quarry tile installation is complete.
- Toilet partitions have now been installed.
- Electrical contractor continues to install devices throughout the facility.
- The permanent mechanical system has been placed into service.
- Site work grassing is complete.
- This facility is scheduled for occupancy in August 2012.

Elementary School "I" (Ball Ground ES Replacement)

- Site concrete is underway.
- Installation of sod has begun.
- Concrete slab installation in the courtyards is underway.
- Brick installation nears completion.
- Interior painting continues.
- Installation of ceiling grid continues.
- Classroom wings have permanent lighting and conditioned air.
- Overhead mechanical and electrical inspections to commence within the next week.
- Installation of flooring is scheduled to begin within two weeks.
- This facility is scheduled for occupancy in August 2012.

Middle School “D” (ET Booth Replacement)

- Sewer line installation continues.
- Concrete slab working is ongoing.
- Structural steel installation has begun.
- Building pad work for sections “A” & “B” is underway.
- Retaining wall work is ongoing.
- Water line installation is ongoing.
- Haul in of fill dirt is ongoing.
- Site grading continues.
- Storm water pond construction continues.
- Underground plumbing continues.
- Underground electrical continues.
- Footing installation is ongoing.
- This facility is scheduled for occupancy in August 2013.

SIGNATURE ON FILE _____ RS

CC: Mr. Phil Parrott
Mr. Jim Sarks
Mr. Steve Werner



August 2, 2011

Mr. Jim Sarks
Cherokee County Schools
110 Academy Street
Canton, GA 30114

RE: New Elementary School H
Architects Project # 2192

Mr. Sarks,

The contractor is approaching the 45 day systems checkout period that is required prior to requesting substantial completion.

As you are aware, we have performed overhead inspections in each of the classroom wings and the central “spine” of the school. We revisit each area as the contractor corrects any items that are found. Inspection of the mechanical mezzanine will be performed upon completion. All overhead work must be complete and inspected prior to the installation of ceiling tile.

The building has been conditioned for several weeks in anticipation of floor tile and other finishes to be installed. As the concrete slabs become completely dry, the installation of VCT tile can commence. So far, the tile in the media center has been installed. Some of the casework has also been installed in the family living room. These finishes will continue over the next few weeks.

Grassing has now been established across the site. This will prevent any erosion problems from occurring. The rock filters in the ponds will be complete soon. With the exception of the final asphalt paving and striping, most of the site work is complete.

At this time, there are no delays that will affect the completion of the new school building in time for preparations for the 2012 school year.

A handwritten signature in black ink, appearing to read 'Kenneth R. Harless', written in a cursive style.

Kenneth R. Harless AIA

Manley Spangler Smith

Architects

A Professional Corporation

PROJECT UPDATE:

To: Steve Werner
Cherokee County Board of Education

Project: Ball Ground Elementary School I, Project No. 200829
Cherokee County, Georgia

Date: August 5, 2011

Contractor: Hardin Construction

Report by: Greg Yevick, MSSA

Work In Progress:

1. Brick work continues.
2. Bus Canopy lay-out has started.
3. Electrical rough-in continues.
4. Framing for metal wall panels continues.
5. HVAC rough-in continues.
6. Flat roof installation continues.
7. System rough-ins continue.
8. Ceiling grid installation continues.
9. Interior stairs are constructed.
10. Primer and Paint installation continues.
11. Interior steel erection continues.
12. Platform rough-in continues.
13. Finish metal roof installation continues.
14. Window installation continues.
15. Building plumbing installation continues.
16. CMU work continues.
17. Additional preconstruction meetings are being scheduled.
18. Above ceiling reviews are being scheduled.

Project Status:

1. There have been two hundred three (203) Requests for Information (RFI's).
2. There has been fifteen (15) Proposal request issued.

525 East Taylor Street
Post Office Box 880
Griffin, Georgia 30223
Telephone (770) 227-5473
Office Fax (770) 228-3442
CA Dept. Fax (770) 228-6157

Manley

Spangler Smith

Architects

A Professional Corporation

PROJECT UPDATE:

To: Phil Parrott
Cherokee County Board of Education

Project: E.T. Booth Middle, Middle D, Project No. 200903
Cherokee County, Georgia

Date: August 5, 2011

Contractor: Manhattan Construction

Report by: Greg Yevick, MSSA

Work In Progress:

19. Rough grading site work continues.
20. Pond construction continues.
21. Building pad fine grading continues.
22. Footing installation continues.
23. Under building electrical installation continues.
24. Building slab placement has started.
25. Structural steel erection has started.
26. Under building plumbing continues.
27. Underground storm piping and structure installation continues.
28. Project soil erosion control-measures installation continues.

Project Status:

3. There have been sixty four (64) Requests for Information (RFI's).
4. There have been five (5) Proposal request issued.

525 East Taylor Street
Post Office Box 880
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Office Fax (770) 228-3442
CA Dept. Fax (770) 228-6157

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
August 18, 2011

Agenda Item Number
G-1

TITLE:	Recommendations and Resignations for Certified and Classified Personnel
REQUESTED ACTION:	Board Consideration of Superintendent's Recommendation for Approval of Recommendations, Resignations, Terminations and Transfers for Certified and Classified Personnel
SUMMARY EXPLANATION AND BACKGROUND:	<p>The Personnel Recommendations include the following items:</p> <ol style="list-style-type: none"> 1. Certified Recommendations 2. Certified Resignations 3. Classified Recommendations 4. Classified Transfers 5. Classified Resignations/Terminations
MAJOR SYSTEM PRIORITY:	Attracting, Retaining and Training the Best Teachers, Principals and Support Staff
FINANCIAL IMPACT:	N/A
EXHIBITS: (List)	Summary List of Recommendations
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:
(For Official School Board Records Only)	<p>Trey Olson Don Corr (770) 479-1871</p> <p>_____ Name Phone</p>

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

**CERTIFIED RECOMMENDATIONS
8/18/2011**

Add	Name	Location	Prior Employment	Area/Grade Level	Beg. Date	Hours	Degree	Teaching Field	Exp.*	Reason
	Lathem, Laura	Boston ES	Georgia Cyber Academy, GA	P-5	8/4/2011	8	5	Early Childhood	11.5	Replacement
	Owen, Tammy	Boston ES	Rehire, Cherokee Co. Schools, GA	P-5	8/3/2011	8	5	Early Childhood	9	Replacement
	Whitley, Vernon	Cherokee HS	Habersham Co. Schools, GA	9-12	7/25/2011	8	6	Biology	10	Allotment
	Hollers, Rebecca	Creekview HS	Substitute, Cherokee Co. Schools, GA	9-12	7/25/2011	8	4	Special Education	0	Replacement
	Wludyga, Gary	Creekview HS	Brevard Co. Schools, FL	9-12	7/25/2011	8	4	Special Education	15	Replacement
	Renney, Matthew	Crossroads MS-HS	Substitute, Cherokee Co. Schools, GA	4-8	8/3/2011	8	4	Middle Grades Education	0	Replacement
	Hunnewell, Kendall	Etowah HS	Substitute, Fulton Co. Schools, GA	9-12	7/25/2011	8	5	Science	0	Replacement
	White, Randall	Etowah HS	Rehire, Cherokee Co. Schools, GA	9-12	7/25/2011	8	4	Special Education	6	Replacement
	Rivero, Christine	Freedom MS	Fulton Co. Schools, GA	9-12	7/25/2011	8	6	Spanish	9	Replacement
	Koopman, Elizabeth	Indian Knoll ES	Rehire, Cherokee Co. Schools, GA	K-5	8/3/2011	8	4	Early Childhood	2.5	Allotment
	Williams, Katherine	Knox ES	West Georgia Student, GA	P-12	7/25/2011	8	5	Counselor	0	Replacement
	Bennett, Gail	Liberty ES	Substitute, Cherokee Co. Schools, GA	P-12	7/25/2011	8	5	Counselor	13	Replacement
	Van Becelaere, Andrea	Liberty ES	Rehire, Cherokee Co. Schools, GA	P-5	8/3/2011	8	4	Early Childhood	5	Replacement
	Brumbelow, Cayla	Little River Preschool	Substitute, Cherokee Co. Schools, GA	P-5	7/25/2011	8	4	Early Childhood	4	Replacement
	Roberts, Sara	Little River Preschool	Substitute, Cherokee Co. Schools, GA	P-5	7/29/2011	8	4	Early Childhood	0	Replacement
	Turner, Lauren	Little River Preschool	Truett-McConnell College, GA	P-5	7/25/2011	8	4	Special Education	0	Allotment
	Lionetti, Deborah	Mill Creek MS	Substitute, Cherokee Co. Schools, GA	4-8	7/27/2011	8	4	Middle Grades Education	1	Replacement
	Raines, Sandra	Mill Creek MS	Cherokee Co. Schools, GA	P-12	7/25/2011	8	5	Special Education	8	Replacement
	Mezzanotte, Madonna	Polaris	Cobb Co. Schools, GA	P-12	7/18/2011	8	5	Counselor	16	Replacement
	Marble, Syretha	River Ridge HS	NGCSU Student, GA	9-12	8/1/2011	8	5	Special Education	0	Allotment
	Tucker, LaShonda	River Ridge HS	Substitute, Cherokee Co. Schools, GA	9-12	8/1/2011	8	5	Special Education	3.5	Replacement
	Whitlock, Lacey	River Ridge HS	Substitute, Cherokee Co. Schools, GA	9-12	7/28/2011	8	4	English	0	Replacement
	Moulder, Ada	Sequoyah HS	Branch Christian School, GA	9-12	7/25/2011	8	5	Special Education	4	Replacement
	Ballington, Lori	Woodstock ES	Cobb Co. Schools, GA	P-5	8/8/2011	8	4	Special Education	3	Allotment
	Pellegrino, Emily	Woodstock ES	Kennesaw State Student, GA	P-5	7/25/2011	8	4	Art	0	Allotment
	Bolt, Heather	Woodstock HS	Substitute, Cherokee Co. Schools, GA	9-12	7/25/2011	8	4	Family and Consumer Science	0	Replacement
	Mason, Kellie	Woodstock HS	Cobb Co. Schools, GA	9-12	7/26/2011	8	4	Latin	1	Replacement

*pending verification

**CERTIFIED RESIGNATIONS
8/18/2011**

Add	Name	Location	Position	Date	Reason
	Holland, Gabrielle	Boston ES	Teacher	6/1/11	Personal
	Muchow, Cameron	Boston ES	Teacher	7/29/11	Personal
	Dotson, Lorie	Buffington ESC	Teacher	7/28/11	Personal
	Schepers, Kerry	Chapman IS	Teacher	6/1/11	Personal
	Jackson, Glenn	Cherokee HS	Teacher	6/1/11	Personal
	Aman, Candace	Crossroads MS/HS	Teacher	8/31/11	Personal
	Nordling, Susan	Freedom MS	Teacher	6/1/11	Personal
	Chambers, Gina	Holly Springs ES	Teacher	6/1/11	Retirement
	May, Kristin	River Ridge HS	Teacher	8/18/11	Personal
	Spotts, Leslie	Teasley MS	Teacher	7/28/11	Personal
	Shannon, Liam	Woodstock HS	Teacher	6/1/11	Personal

CLASSIFIED RECOMMENDATIONS
8/18/2011

Add	Name	Location	Prior Employment	Position	Beg. Date	Hours	Reason
	McDaniel, Mary	Bascomb ES	Rehire, Cherokee Co. Schools, GA	Paraprofessional	8/5/11	7.5	Replacement
	Rowell, Vanessa	Boston ES	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/2/11	7.5	Replacement
	Kozel, Carrie	Buffington ESC	Grow With Me Pediatric Physical Therapy	Physical Therapist	8/1/11	8	Replacement
	Saylor, Lisa	Buffington ESC	East Cobb Christian School	Occupational Therapist	8/2/11	8	Allotment
	DiPierro, Lisa	Canton ES	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/1/11	7.5	Replacement
	Stefano, Jami	Chapman IS	Children's Healthcare of Atlanta	Nurse	8/17/11	6	Replacement
	Huffman, Megan	Cherokee HS	Self-Employed	Paraprofessional	8/1/11	7.5	Replacement
	LaBelle, Gregory	Cherokee HS	Killingly HS, Putnam, CT	Paraprofessional	8/1/11	7.5	Replacement
	Castle, Kimberly	Creekland MS	Substitute, Cherokee Co. Schools, GA	Food Service Worker	8/15/11	6	Replacement
	Godfrey, Peter	Crossroads MS/HS	Rehire, Cherokee Co. Schools, GA	Paraprofessional	8/1/11	7.5	Allotment
	Blake, Laura	Etowah HS	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/1/11	7.5	Replacement
	Cochran, Annsley	Free Home ES	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/4/11	7.5	Replacement
	Gilliam, Deana	Freedom MS	Substitute, Cherokee Co. Schools, GA	Food Service Worker	8/1/11	6	Allotment
	Harrell, Angel	Freedom MS	Substitute, Cherokee Co. Schools, GA	Custodian	7/18/11	8	Replacement
	Taylor, Nicholas	Freedom MS	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/1/11	7.5	Replacement
	Cawood, Helen	Hasty ES	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/1/11	7.5	Replacement
	Street, Ashley	Hasty ES	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/8/11	7.5	Replacement
	Wheeling, Tonya	Hasty ES	St. Judes Internal Medicine	Paraprofessional	8/8/11	7.5	Allotment
	Cheshire, Jessie	Hickory Flat ES	Rehire, Cherokee Co. Schools, GA	Paraprofessional	8/1/11	7.5	Allotment
	Roeder, Jennifer	Indian Knoll ES	YMCA	Paraprofessional	8/1/11	7.5	Replacement
	Locke, Candace	Knox ES	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/12/11	7.5	Replacement
	Tuggle, Kristen	Liberty ES	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/1/11	7.5	Replacement
	Gage, Jillian	Little River ES	Rehire, Cherokee Co. Schools, GA	Paraprofessional	8/1/11	7.5	Replacement
	Tillman, Courtney	Little River Preschool	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/10/11	7.5	Allotment
	Lundeen, Alex	Mountain Road ES	Substitute, Cherokee Co. Schools, GA	Custodian	8/1/11	8	Replacement
	Robillard, Jon	Mountain Road ES	Substitute, Cherokee Co. Schools, GA	Custodian	8/1/11	8	Replacement
	Dreaper, Dana	Oak Grove ES	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/3/11	7.5	Replacement
	Bearden, Kim	Ralph Bunche Center	Substitute, Cherokee Co. Schools, GA	Nurse	8/8/11	6	Replacement
	Forbes, Laura	Sequoyah HS	Substitute, Cherokee Co. Schools, GA	Food Service Worker	8/15/11	6.5	Replacement
	Herren, Jesse	Technology	Substitute, Cherokee Co. Schools, GA	Data Communications	8/15/11	8	Replacement
	Blake, Mark	Tippens	Fitzhugh Lee Center	Paraprofessional	8/1/11	7.5	Replacement
	Caudle, Gregory	Transportation	Substitute, Cherokee Co. Schools, GA	Bus Driver	8/1/11	4	Replacement
	Levesque, Debra	Transportation	Substitute, Cherokee Co. Schools, GA	Bus Driver	8/1/11	4	Replacement
	Nixon, Jennifer	Transportation	Substitute, Cherokee Co. Schools, GA	Bus Driver	8/1/11	4	Replacement
	Stockman, Sandra	Transportation	Substitute, Cherokee Co. Schools, GA	Bus Driver	8/1/11	4	Replacement
	Bezdek, Amy	Woodstock HS	Rehire, Cherokee Co. Schools, GA	Paraprofessional	8/2/11	7.5	Replacement
	Belisle, Melinda	Woodstock ES	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/1/11	7.5	Allotment
	Slater, Laurie	Woodstock ES	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/1/11	7.5	Allotment
	Ross, Kari	Woodstock HS	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/1/11	7.5	Replacement
	Gay, William	Woodstock MS	Substitute, Cherokee Co. Schools, GA	Paraprofessional	8/1/11	7.5	Allotment

**CLASSIFIED TRANSFERS
8/18/2011**

Add	Name	Sending Location	Receiving Location	Position	Beginning Date
	Jackson, Shirley	Bascomb ES	Little River Preschool	Paraprofessional to Teacher	7/25/11
	Chee-How, Michelle	Canton ES	Boston ES	Paraprofessional to Teacher	8/3/2011
	Davis, Heather	Freedom MS	Buffington ESC	Paraprofessional to Teacher	7/27/2011
	Derenthal, Kristin	Hasty ES	Hasty ES	Paraprofessional to Teacher	7/25/2011
	Wainscott, Kristen	Mountain Road ES	Little River Preschool	Paraprofessional to Teacher	7/29/2011
	Abrams, Lauren	Oak Grove ES	Oak Grove ES	Paraprofessional to Teacher	8/3/2011
	James, Kimberly	Tippens Center	Tippens Center	Paraprofessional to Teacher	7/27/2011

**CLASSIFIED RESIGNATIONS/TERMINATIONS
8/18/2011**

Add	Name	Location	Position	Date	Reason
	Dunaway, Janet	Arnold Mill ES	Nurse	8/17/11	Personal
	Sandberg, Maryanne	Bascomb ES	Paraprofessional	8/5/11	Personal
	Witzigreuter, Monica	Canton ES	Paraprofessional	6/1/11	Personal
	Koonts, Lucille	Chapman IS	Food Service Worker	6/3/11	Personal
	Aloise, Viola	Cherokee HS	Food Service Worker	6/3/11	Personal
	Clackum, Barbara	Chapman IS	Food Service Worker	9/30/11	Retirement
	D'Aquino, Vicki	Chapman IS	Nurse	6/1/11	Personal
	Densmore, Betty	Creekland MS	Food Service Worker	8/9/11	Personal
	Anzinger, Michael	Creekview HS	Custodian	7/29/11	Personal
	Epperson, Elizabeth	Hickory Flat ES	Food Service Worker	8/31/11	Retirement
	Morrow, Robert	River Ridge HS	Paraprofessional	7/29/11	Leaving Profession
	Summer, Jeffrey	School Police	Police Officer	8/30/11	Personal
	Brown, Twauna	Transportation	Bus Driver	6/1/11	Personal
	Harwell, William	Transportation	Bus Driver	6/1/11	Personal
	Howard, Paula	Transportation	Bus Driver	6/1/11	Personal
	Johnson, Mary	Transportation	Bus Driver	6/1/11	Personal
	Satterfield, Linda	Transportation	Bus Driver	6/1/11	Retirement
	Forbes, Cheryl	Woodstock HS	Paraprofessional	6/1/11	Personal
	Henderson, Robin	Woodstock HS	Paraprofessional	6/1/11	Personal
	Jernigan, Elizabeth	Woodstock HS	Paraprofessional	6/1/11	Personal

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
August 18, 2011

Agenda Item Number
I-1

TITLE:	Approval of School Board Member Post Reapportionment Resolution	
REQUESTED ACTION:	Board Approval of School Board Member Post Reapportionment Resolution	
SUMMARY EXPLANATION AND BACKGROUND:	<p>The 2010 Census reflected that Cherokee County's population has increased by more than 70,000 people in the last decade; as a result, the district posts (i.e. the geographic areas in which each School Board Member must reside) for the School Board Members, as well as those for other elected offices, must be reconfigured every 10 years so that each post represents an equal number of citizens. To ensure that reapportionment is a bottom-up, grassroots effort, the School District held a series of community meetings to gather public input on this issue and developed an online survey in this regard open to parents, staff and the greater community. Input from these community meetings and the survey results were then used to develop a School Board Member Post Reapportionment Map to be considered for adoption by the School Board and subsequently presented to the Cherokee County State Legislative Delegation... to assist the Delegation in the reapportionment process for which they are responsible.</p>	
MAJOR SYSTEM PRIORITY:	Increasing parental and community involvement	
FINANCIAL IMPACT:	N/A	
EXHIBITS: (List)	Community Meetings Executive Summary/Report, Online Survey Results, Maps (Existing and Proposed)	
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:	
(For Official School Board Records Only)	Barbara Jacoby	(770) 704-4228
	_____	_____
	Name	Phone

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

**RESOLUTION IN SUPPORT OF PROPOSED SCHOOL BOARD MEMBER POST
REAPPORTIONMENT MAP**

WHEREAS, the Cherokee County Board of Education believes it is imperative to build trust and support for public education; and

WHEREAS, it is critical to ensure meaningful engagement of communities with their public schools; and

WHEREAS, we support the School Board Member Post Reapportionment Map developed as a result of input from the public gathered through a series of community meetings and through an online survey open to parents, staff and the greater community; therefore be it

RESOLVED, the Cherokee County Board of Education on this 18th day of August, 2011, hereby requests the Cherokee County Legislative Delegation to use this Map as the basis for its reapportionment of School Board Posts.

Mr. Robert Rechsteiner, Board Chair

SCHOOL BOARD MEMBER POST REAPPORTIONMENT COMMUNITY MEETINGS -- EXECUTIVE SUMMARY/REPORT

Pursuant to the request of the Board of Education, the Cherokee County School District and Cherokee County Council of PTA held four meetings in a series to receive public input regarding School Board representation and post reapportionment.

The meetings were held at the following locations, and a total of approximately 330 people were in attendance:

- Creekview High School, May, 9, 2011: 10 attendees;
- River Ridge High School, May 16, 2011: 60 attendees;
- Cherokee High School, May 17, 2011: 120 attendees; and,
- Etowah High School, May 23, 2011: 140 attendees.

Attendees at the meetings shared many suggestions for the process, which is required as a result of population growth reflected in 2010 Census data. The attendance was a mix of parents, community members, teachers and principals, all of whom have an interest in the post boundaries and governance model for the School Board.

The School District used the same model as successfully followed for the CCSD school attendance boundary redrawing process. All stakeholders were invited to attend and share comments and questions with CCSD staff, and the input provided was subsequently used to draft a School Board Post Reapportionment Map to be shared with the School Board, the Cherokee County state legislative delegation and general public.

Attendees received information to help them understand the process, including maps that show the current posts and populations in each as reported by the 2010 Census, Innovation Zones and population density. The audience also received a copy of the Renaissance in Education publication, which highlights successes by CCSD under the current governance model, and a survey of parents reflecting their strong support of the CCSD's operations.

Recurring comments at each meeting that received broad support from attendees included:

- Continue to elect School Board Members countywide with four-year terms;
- Keep currently elected School Board Members in their current posts;
- Equalize population between all School Board Posts;
- Respect established Census boundaries, while following logical geographic boundaries;
- Ensure that subdivisions with a single Home Owner Association (HOA) do not contain more than one School Board Post seat; and,
- Utilize established Innovation Zones as starting points for boundary revisions.

Participant Type

<i>Answer</i>	<i>Totals</i>	<i>Percentage</i>
Did not answer	7	0.55%
Both	387	30.14%
Employee	653	50.86%
Parent/Guardian	237	18.46%
	1284	100.00%

Have you contacted a school board member about an issue important to you?

<i>Answer</i>	<i>Totals</i>	<i>Percentage</i>
Did not answer	15	1.17%
No	896	69.78%
Yes	373	29.05%
	1284	100.00%

What is your ZIP code?

<i>Answer</i>	<i>Totals</i>	<i>Percentage</i>
Did not answer	7	0.55%
30075	7	0.55%
30102	66	5.14%
30107	69	5.37%
30114	298	23.21%
30115	227	17.68%
30142	1	0.08%
30183	52	4.05%
30188	214	16.67%
30189	199	15.50%
Other	144	11.21%
	1284	100.00%

School Board Representation - Election Method

<i>Answer</i>	<i>Totals</i>	<i>Percentage</i>
Did not answer	10	0.78%
Change to geographic model	295	22.98%
Current method is preferred	846	65.89%
Not sure	133	10.36%
	1284	100.00%

School Board Representation - Number of Members

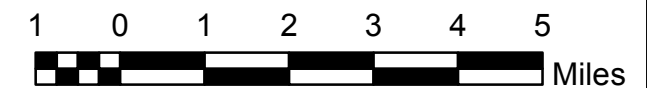
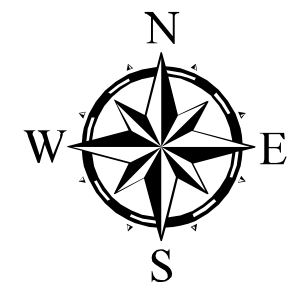
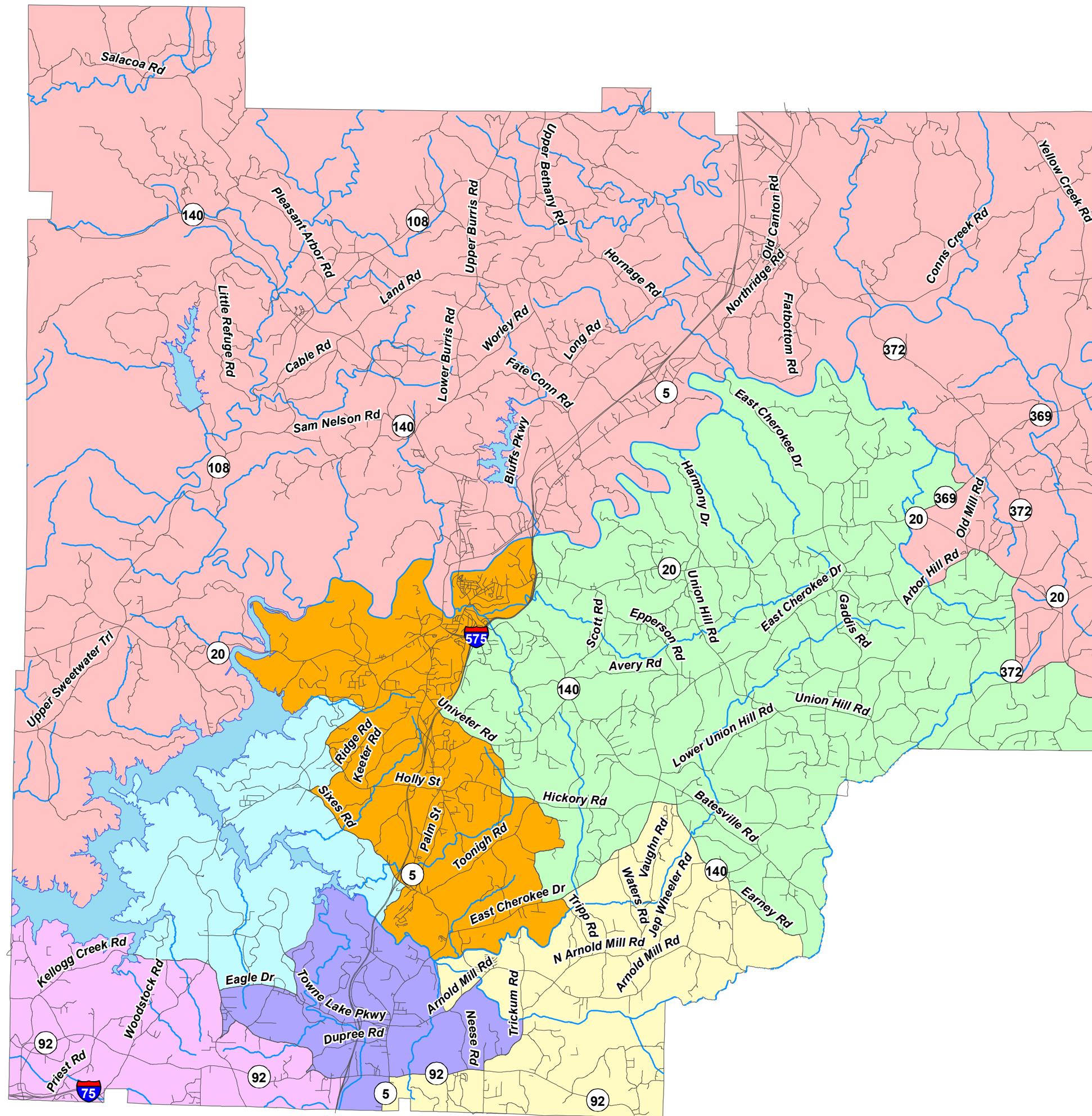
<i>Answer</i>	<i>Totals</i>	<i>Percentage</i>
Did not answer	7	0.55%
Current 7-member is preferred	984	76.64%
Not sure	107	8.33%
Prefer fewer	52	4.05%
Prefer more	134	10.44%
	1284	100.00%



Existing School Board Posts

Map Legend











	Streets	School Board Posts
	Lakes	1
	Streams	2
		3
		4
		5
		6
		7

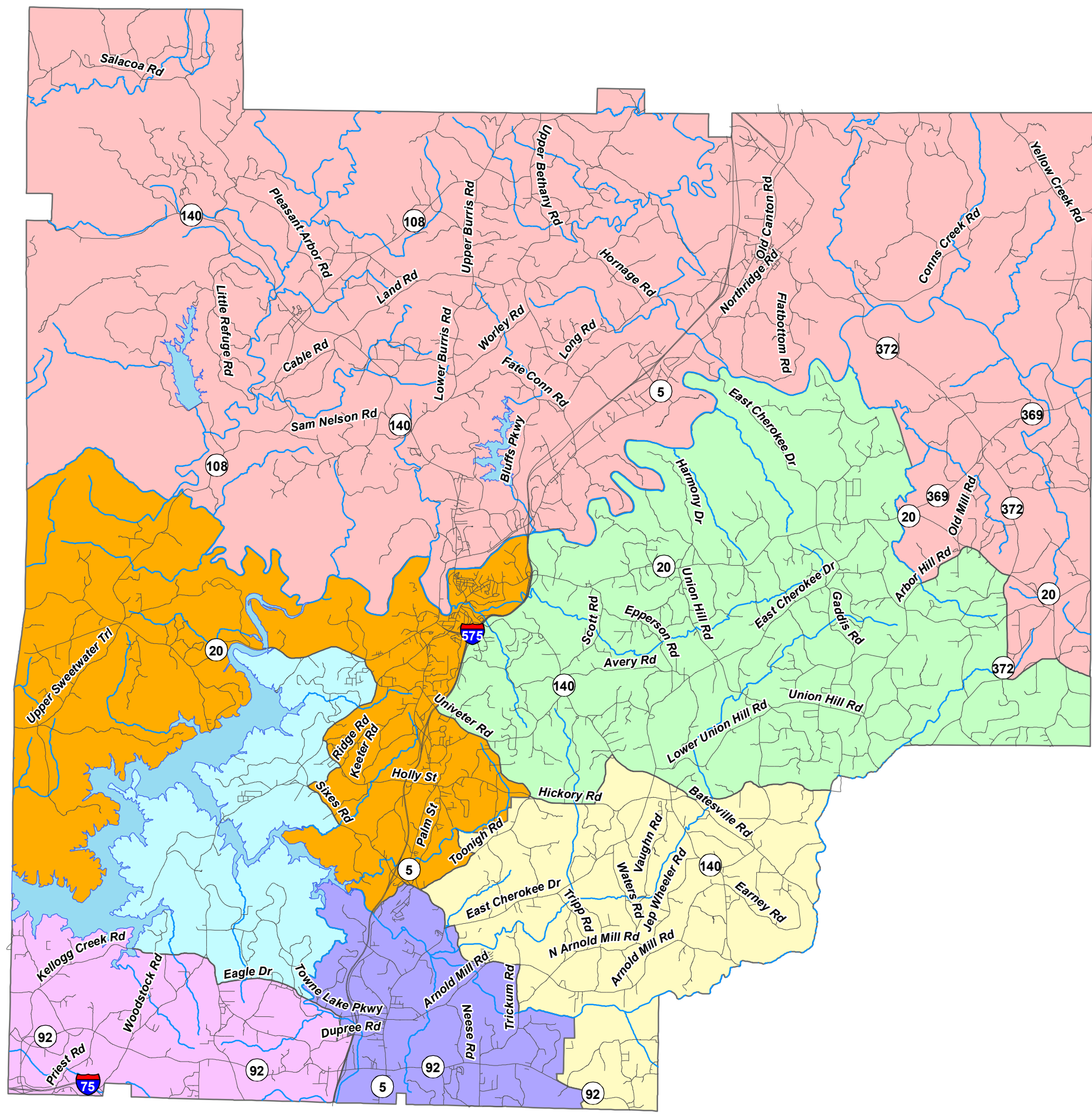




Proposed School Board Posts

Map Legend

	Streets	Proposed School Board Post
	Lakes	 Post 1
	Streams	 Post 2
		 Post 3
		 Post 4
		 Post 5
		 Post 6
		 Post 7



Post	Target Population	Actual Population	Population Difference	% Difference
1	30,621	30,599	-22	-0.07%
2	30,621	30,679	58	0.19%
3	30,621	30,642	21	0.07%
4	30,621	30,595	-26	-0.08%
5	30,621	30,624	3	0.01%
6	30,621	30,625	4	0.01%
7	30,621	30,582	-39	-0.13%



AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
August 18, 2011

Agenda Item Number
I-2

TITLE:	SY2011-12 Contract and Memorandum of Understanding with Ninth District Opportunity, Inc.												
REQUESTED ACTION:	Board Consideration of Superintendent's Recommendation for Approval of SY2011-12 Contract and Memorandum of Understanding with Ninth District Opportunity, Inc.												
SUMMARY EXPLANATION AND BACKGROUND:	Dating back to 1973, the Cherokee County Board of Education and the Ninth District Opportunity, Inc. (NDO) have entered into an annual contract and Memorandum of Understanding to operate the Head Start and Pre-K program at the Ralph Bunche Center (as well as the addition of Little River Preschool which came on line in SY2009-10). This contract provides for continuation of the program at those two locations. By engaging in this joint venture, the Cherokee County Board of Education provides critically needed educational opportunities for 110 Head Start and 22 Pre-K students.												
MAJOR SYSTEM PRIORITY:	Increased Accountability												
FINANCIAL IMPACT:	NDO will provide personnel funding for SY2011-12 totaling \$442,117. This year's required in-kind funding by the School District totals \$454,026 in facility/maintenance costs and an additional \$400,000 in staff wages and benefits, all of which is included in the Board-approved FY2012 budget. This in-kind funding is a reduction from FY2011, as the school year for students in the pre-kindergarten programs has been decreased from 180 days to 160 days as a result of a reduction in funding from the State.												
EXHIBITS: (List)	Copy of Proposed Contract; Copy of Memorandum of Understanding												
BOARD ACTION: (For Official School Board Records Only)	<table border="0"> <tr> <td colspan="2">SOURCE OF ADDITIONAL INFORMATION:</td> </tr> <tr> <td>Dr. Frank R. Petruzielo</td> <td>(770) 479-1871</td> </tr> <tr> <td>Dr. Brian Hightower</td> <td>(770) 479-1871</td> </tr> <tr> <td>Donna Adams</td> <td>(770) 479-4744</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name</td> <td>Phone</td> </tr> </table>	SOURCE OF ADDITIONAL INFORMATION:		Dr. Frank R. Petruzielo	(770) 479-1871	Dr. Brian Hightower	(770) 479-1871	Donna Adams	(770) 479-4744	_____	_____	Name	Phone
SOURCE OF ADDITIONAL INFORMATION:													
Dr. Frank R. Petruzielo	(770) 479-1871												
Dr. Brian Hightower	(770) 479-1871												
Donna Adams	(770) 479-4744												
_____	_____												
Name	Phone												

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

NINTH DISTRICT OPPORTUNITY, INC.
Gainesville, Georgia

CONTRACT

THIS CONTRACT, entered into as of this 10th day of June, 2011, by and between NINTH DISTRICT OPPORTUNITY, INC., of the County of Hall, State of Georgia, (hereinafter referred to as "NDO") and Cherokee County Board of Education, State of Georgia, (hereinafter referred to as the "Board").

WITNESSETH THAT:

WHEREAS, NDO on the 1st day of October, 2011, received a Grant under the DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION FOR CHILDREN AND FAMILIES (hereinafter referred to as "ACF"), said Grant being Grant No. H-3459; and

WHEREAS, pursuant to said Grant NDO is undertaking certain activities, including operating a Head Start Program; and

WHEREAS, NDO desires to engage the Board to provide certain staff for such undertaking;

NOW THEREFORE, NDO and the Board do mutually agree as follows:

1. NDO shall operate a Head Start Program for 110 children under the conditions as set forth in the above mentioned Grant plus the terms and conditions contained in the Contract.
2. The Parties agree to accept all children for participation within the Head Start Program without regard to gender, race, political affiliation, age, national origin or handicapping condition.
3. Certain privacy laws exist relative to student information and student records, and due to the need to maintain the privacy interests of students, the Parties agree not to discuss, divulge, disclose or disseminate the contents of any student record, nor divulge to anyone any issues or matters which could be deemed student information. Specifically, the Parties agree to be bound by the confidentiality provisions set forth in the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. Section 1232 (g).
4. This Contract shall begin on the 1st day of October 2011, and shall terminate no later than the 30th day of September, 2012.
5. Individuals who serve as teachers in the Head Start program must hold an associate (AS), baccalaureate, or advanced degree in early childhood education; or an associate, baccalaureate, or advanced degree in a field related to early childhood education, with experience in teaching preschool children. Teaching assistants must hold a child development associate (CDA) as required in the Head Start Act of 2007. If a

teacher possesses an associate degree, the teacher must agree to enroll, when requested, in college classes to obtain a baccalaureate degree. If a teaching assistant cannot be found who holds the CDA credential, the teaching assistant must immediately enroll in CDA classes and obtain the CDA within one year of enrollment in class. **Failure to comply with this requirement will result in the person no longer working in the Head Start program.**

6. Persons employed by the Board for the Head Start Program under this Contract shall be employees of the Board, but must adhere to conditions in Paragraph 5 relating to qualifications of teaching staff. The Board shall have complete control over the hiring and firing of the employees with approval from the Head Start Policy Council. Such employees must adhere to all Board policies and procedures and in addition, are subject to the requirements set forth in the Head Start Performance Standards and the 2007 Head Start Act. The reimbursement of employees' wages, salaries, bonuses and fringe benefits by NDO to the Board out of funds allocated under this Contract to the project is a bookkeeping or administrative function only and shall not be deemed to be an employer related function. Such payments shall be made directly to the Board as set forth in Paragraphs 7 & 8 of this Contract. The Board shall pay the respective employees of the Head Start Program under this Contract.

7. Payroll reimbursement to the Board by NDO shall be as follows:

Immediately following the preparation and distribution of payroll checks, the Board will summarize on the Invoice and Progress Reports Form, the Board's actual costs for gross wages paid, employer's portion of FICA where applicable, group insurance where applicable, retirement, the estimated cost of Workmen's Compensation insurance and the estimated cost of state unemployment benefits. The Invoice and Progress Report Form must be submitted to NDO on a monthly basis. All invoices must be received by NDO on, or before, September 24, 2012.

NDO will, within ten (10) working days from the date of receipt of such Invoice and Progress Report, forward a check to the Board in payment of the costs reported as above. The Board in accepting such payment will assume full responsibility for payment of actual costs, as they occur, and the Board will receive no additional reimbursement nor will NDO receive any refunds for costs related to the period specified.

The Board will furnish individual time sheets for the related period, prior to, or at the same time Invoice and Progress Reports are forwarded to NDO.

The Parties agree that payment and reimbursement of wages shall be in accordance with applicable state and/or federal laws including but not limited to the Fair Labor Standards Act.

8. It is expressly understood and agreed that the total amount of federal funds allocated for employee expenses for the Cherokee County Head Start Program is \$442,117. The following amounts are allocated to the following purposes:

- a. Personnel \$327,494
- b. Fringe Benefits \$114,623

The above mentioned funds are to be used for the following positions:

- 6 Teachers – 40 hours per week for 38 weeks
- 6 Assistant Teachers – 40 hours per week for 38 weeks
- 2 Family Partners – 40 hours per week for 50 weeks
- 1 Family Partner – 30 hours per week for 50 weeks
- 1 Administrative Assistant – 25 hours per week for 36 weeks
- 1 Cook – 30 hours per week for 35 weeks
- Substitutes as needed

9. The Board will contribute \$454,026 toward the expenses of the program. Such contribution shall be in cash in the amount of \$0 and/or In-Kind in the amount of \$454,026. Such records and accounts deemed necessary for the accounting for In-Kind shall be maintained by NDO. Said In-Kind contribution shall consist of:

- Ralph Bunche – 16,233 sq. ft. classroom & office space @ \$18.00/sq. ft. \$292,194
- Little River - 7,356 sq. ft. classroom & office space @ \$22.00/sq. ft. \$161,832

10. NDO shall provide bookkeeping services, technical, advisory and administrative services. Bookkeeping services shall include the reimbursement to the Board for the Head Start employees' wages, salaries, and fringe benefits from funds allocated to the Board under this Contract. Such payment shall be an administrative or bookkeeping function only and not an employer/employee related function.

11. The Board shall maintain personnel records and accounts, as are deemed necessary by NDO or the Director of ACF to assure a proper accounting of these funds. These records will be made available for audit purposes to NDO, the ACF, or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by both NDO and the Director of ACF.

The Parties agree that confidentiality of personnel records shall be maintained in accordance with state and federal laws including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

12. NDO may, from time to time, request changes in the scope of the services of the Board to be performed hereunder. Such changes including any increase or decrease in the amount of the Board's compensation, which are mutually agreed on by and between the Parties, must be incorporated in written amendments to this Contract.

13. If the Board fails to comply with its obligations under this Contract, NDO shall have the right to terminate this Contract by giving 30 days prior written notice to the Board of such termination. However, the Board will have 30 days from receipt of such notice to cure the noncompliance. In the event of termination by NDO, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Board under this Contract shall, at the option of the NDO, become its property,

and the Board shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the Contract. Notwithstanding the above, the Board shall not be relieved of liability to NDO for damages sustained by NDO by virtue of any breach of the Contract by the Board and NDO may withhold any reimbursement for the purpose of set-off until such time as the exact amount of damages due NDO from the Board is agreed upon or otherwise determined.

14. The Board may terminate this Contract absolutely and without further obligation on the part of the Board at the end of the Contract year by providing 30 days written notice to NDO.

15. NDO will indemnify and save harmless the Board from any and every claim or demand of every kind or charter which may ever be asserted by reason of any injuries, illnesses, or diseases, or the effects of consequences thereof, or damage to property or person, which may arise due to the actions of NDO, its agents, servants or employees, on or off the premises occupied by NDO.

16. The Board, to the extent permitted under Georgia law and without waiving any immunities, hereby agrees to indemnify and hold harmless NDO from and against any liability of damage NDO may incur, including reasonable attorney's fees, as a result of claims, demands, costs or judgments, of any kind or nature, by anyone whomsoever, arising out of, or otherwise connected with, this Contract, or the operation of any program as provided for herein.

17. The Board shall make financial and other reports as requested by NDO or the appropriate U.S. Agency, and will assist with arranging for on-site inspections by the appropriate U.S. Agency representatives at the request of either. NDO shall make financial, program progress, and other reports to the Board as requested.

Cherokee County Board of Education

BY: _____

TITLE: School Superintendent

ATTEST: _____

TITLE: _____

Ninth District Opportunity, Inc.

BY: Jamice A. Riley

TITLE: Executive Director

ATTEST: Kaylaus

TITLE: Head Start Director

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NINTH DISTRICT OPPORTUNITY, INC.
AND
CHEROKEE COUNTY BOARD OF EDUCATION**

This Memorandum of Understanding entered into on the 1st day of October, 2011 by and between Ninth District Opportunity, Inc. – Head Start/Pre-K and Cherokee County Board of Education for the purpose of improving the availability and the quality of services for children, age three through age five, and their families; to support children’s optimal development and readiness for school entry; to address the unique strengths and needs of the local population, such as disabled, homeless, migrant, or non-English speaking families and to enhance linkages and relationships to reduce duplication of services.

Recognizing the need to provide appropriate educational and instructional services to eligible children in their respective jurisdictions, Ninth District Opportunity, Inc. and Cherokee County Board of Education wish to establish an enduring cooperative working relationship.

A. Ninth District Opportunity, Inc. – Head Start/Pre-K agrees to:

- (1) Place priority on serving those children in the community who are most in need of service .
- (2) Provide six dedicated Head Start slots for eligible disability children to be filled on or before ten days prior to the first day of school. More than six slots will be available providing that permission is obtained from the Head Start Director.
- (3) Notify the Board of Education of enrollment vacancies.
- (4) Share with the Board of Education by December 1, 2011 the number of children diagnosed with a disability and receiving services.

B. Cherokee County Board of Education agrees to:

- (1) Refer eligible preschool children and their families to the Head Start/ Pre-K program.
- (2) Provide training/technical assistance to Head Start/Pre-K staff working with children with disabilities
- (3) Provide diagnostic evaluations and services, including all related services, to any enrolled child who is eligible for services under PL 108-446 and IDEA within the deadlines stated in such.
- (4) All disability services personnel provided to Head Start/Pre-K children will be provided by, or under the supervision of, personnel meeting State qualifications.

C. Ninth District Opportunity, Inc. – Head Start/Pre-K and the Cherokee County Board of Education jointly agree to:

- (1) Create and maintain a meaningful partnership to promote school readiness so that preschool age children may receive comprehensive services to prepare them for elementary school and to address any potential “achievement gap.”
- (2) Develop successful linkages within the context of No Child Left Behind Act of 2001, the Head Start Act (2007), and Georgia legislation, policies and procedures.
- (3) Conduct outreach to parents and school personnel (including special education and kindergarten teachers) to discuss the educational, developmental, and other needs of individual children. Screening, diagnostic and assessment information will be shared between the agencies with the written permission of the child’s parents.
- (4) Collaborate on the provision of an interagency delivery of service for each age appropriate child, when it is deemed appropriate and permissible by both agencies and the child’s parents that such collaboration is in the best interest of the child.
- (5) Jointly develop and implement an IEP for each child served by both agencies within 30 days of eligibility diagnosis.
- (6) Establish comprehensive transition policies and procedures that support children transitioning to school, including a systematic procedure for transferring, with parental consent, Head Start/Pre-K program records for each participating child to the school in which such child will enroll.
- (7) Share training and staff development activities, as appropriate, when feasible and otherwise permissible on topics such as Head Start Outcomes Framework, Georgia Pre-K Content Standards and Georgia Kindergarten Performance Standards, instructional methods, curricula, social and emotional development and transitioning to kindergarten.
- (8) Link the services provided in the Head Start/Pre-K program with educational services, including services relating to language, literacy, and numeracy, provided by the Cherokee County Board of Education.
- (9) Generate support and leverage the resources of the entire local community in order to improve school readiness.
- (10) Coordinate efforts to identify and meet the needs of homeless children and families in the community as set forth in the McKinney-Vento Homeless Assistance Act.
- (11) Assist parents to understand the instructional and other services (including special education services and services for children with limited English proficiency) provided by the school in which their child will enroll and encourage parental involvement in their child’s academics after participation in the Head Start/Pre-K program.
- (12) Respect the uniqueness of each locality’s needs and resources.
- (13) All acknowledge confidentiality requirements that each agency must follow regarding the sharing and release, with the consent of families, or personally identifiable information regarding children and families. Each agency will protect the rights of young children with respect to records and reports created, maintained, and used by public agencies. It is the intent of this agreement to ensure that parents have the rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed.

All provisions of the Memorandum of Agreement shall be construed in accordance with the laws of the State of Georgia, the policies of the Cherokee County Board of Education and in accordance with all legal and other prescribed regulatory requirements applicable to Ninth District Opportunity, Inc. – Head Start/Pre-K.

This memorandum of understanding shall be in effect as of October 1, 2011, and shall continue for the period ending September 30, 2012. This memorandum of understanding may be terminated by either party upon 60 days written notice to the other party.

Ninth District Opportunity, Inc.

Cherokee County Board of Education

Janice A. Riley 6/06/11
Janice A. Riley Date
Executive Director

Dr. Frank R. Petruzielo Date
Superintendent

Attest: Kay Laur

Attest: _____

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
August 18, 2011

Agenda Item Number
I-3

TITLE:	Board Consideration of Superintendent's Recommendation of Special Lease Agreements								
REQUESTED ACTION:	Board Consideration of Superintendent's Recommendation to Approve Special Lease Agreements								
SUMMARY EXPLANATION AND BACKGROUND:	<p>Pursuant to the School Board's Community Use of System Facilities Policy (KG), special lease agreements applicable to non-school allied groups (users applying for extended use of school facilities who are required to pay rental fees) and for-profit summer camps, summer recreational leagues and/or any activities where Cherokee County School District employees are compensated, must be recommended by the Principal to the Superintendent for consideration of approval by the School Board prior to use of the facility. Extended use is defined as an event involving two or more consecutive days or for recurring activities.</p> <p>These non-school-allied groups have submitted the required Facility Use Applications, Certificates of Insurance, and Checks (Deposits). Attached is a synopsis of details of the special lease agreements, which adhere to the guidelines stipulated for such use and which have been approved by the Principal and Superintendent.</p>								
MAJOR SYSTEM PRIORITY:	Increasing accountability								
FINANCIAL IMPACT:	N/A								
EXHIBITS: (List)	Special Lease Agreement Synopsis								
BOARD ACTION: (For Official School Board Records Only)	<table border="1"> <tr> <td colspan="2">SOURCE OF ADDITIONAL INFORMATION:</td> </tr> <tr> <td>Dr. Frank R. Petruzielo (770) 479-1871</td> <td></td> </tr> <tr> <td>Barbara P. Jacoby (770)704.4228</td> <td></td> </tr> <tr> <td>Name</td> <td>Phone</td> </tr> </table>	SOURCE OF ADDITIONAL INFORMATION:		Dr. Frank R. Petruzielo (770) 479-1871		Barbara P. Jacoby (770)704.4228		Name	Phone
SOURCE OF ADDITIONAL INFORMATION:									
Dr. Frank R. Petruzielo (770) 479-1871									
Barbara P. Jacoby (770)704.4228									
Name	Phone								

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

Special Lease Agreements August 2011

School Facility: Arnold Mill Elementary School

Event Dates: August 15, 2011 – August 14, 2012

Name of Organization: First Baptist Church Woodstock

Director of Activity Name: Shea Ferguson

Object or purpose: Flag Football and Soccer

Term: 12 Months

Areas: Playing Field to the right side of the school

School Facility: Creekview High School

Event Dates: August 20, 2011, September 10 and 17, 2011, and October 1 and 15, 2011

Name of Organization: North Metro Football League

Director of Activity Name: Frank A. Miles, III

Object or purpose: Youth Football Games

Term: 5 days

Areas: Football Stadium and Field

AGENDA REQUEST FORM
Cherokee County Board of Education

Meeting Date
<u>August 18, 2011</u>

Agenda Item Number
<u>I-4</u>

TITLE:	Lease Agreement Modification and Renewal for Chattahoochee Technical College	
REQUESTED ACTION:	Board Consideration of Superintendent's Recommendation for Approval of Lease Agreement Modifications and Renewal for Chattahoochee Technical College	
SUMMARY EXPLANATION AND BACKGROUND:	<p>As a result of discussions with representatives of Chattahoochee Technical College, it is recommended that the School District renew a modified lease agreement with Chattahoochee Technical College to continue their utilization of the original Woodstock ES for adult education programs. The lease modification is necessary to fund increasing the rent in order to cover the School District's liability relative to leasing the existing property. The lease provides an option to buy the facility and adjoining acreage at the appraised value at the time of purchase, and continues to provide significant savings to taxpayers, while increasing educational/job training opportunities for members of the Cherokee County community. Chattahoochee Technical College will continue to be able to utilize the facility at minimal cost, rather than waiting for the funding and opportunity to purchase land and construct a facility in the southern portion of Cherokee County.</p>	
MAJOR SYSTEM PRIORITY:	Increasing parental and community involvement	
FINANCIAL IMPACT:	N/A	
EXHIBITS: (List)	Lease Agreement	
BOARD ACTION:	SOURCE OF ADDITIONAL INFORMATION:	
(For Official School Board Records Only)	Dr. Frank R. Petruzielo	770-704-4202
	Russ Sims	770-721-8445
	Tom Roach	770-479-1406
	_____	_____
	Name	Phone

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

Approved in Open Board Meeting on: _____
Date

By: _____
School Board Chairman

**STATE OF GEORGIA;
COUNTY OF CHEROKEE:**

**GROUND LEASE BY AND BETWEEN
THE STATE OF GEORGIA
AND
CHEROKEE COUNTY SCHOOL SYSTEM**

THIS GROUND LEASE (hereinafter referred to as the "Lease") effective _____, 2011, by and between CHEROKEE COUNTY SCHOOL SYSTEM, a political subdivision of the State of Georgia (hereinafter referred to as "Cherokee"), and STATE OF GEORGIA, acting by and through the State Properties Commission (hereinafter referred to as the "State") (sometimes individually referred to as a "Party" and collectively as the "Parties").

WITNESSETH THAT:

WHEREAS, Cherokee is the owner of certain improved real property consisting of approximately 9.17 acres lying and being in Land Lot No. 1022 of the 15th Land District, 2nd Section of Cherokee County, Georgia, and as more particularly described on that certain boundary line survey entitled "Cherokee County Board of Education Old Woodstock Elementary Site" dated June, 23, 2004, prepared by Tommy M. Kuykendall, Georgia Registered Land Surveyor No. 2127, recorded in Plat Book ____, Page ____, Cherokee County, Georgia records, and a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter referred to as the "Property"); and

WHEREAS, the Property is currently in use for educational purposes as the Woodstock Campus of Chattahoochee Technical College (hereinafter referred to as the "Institution"), a unit of the Technical College System of Georgia (hereinafter referred to as the "TCSG"); and

WHEREAS, Cherokee desires to lease the Property to the State to continue to maintain and operate the Institution; and

WHEREAS, the Institution is maintained and operated by the State with custody and control in TCSG; and

WHEREAS, at its March 18, 2010 meeting, Cherokee approved the leasing of the Property to the State for the purposes of maintaining and operating the Institution; and

WHEREAS, at its June 18, 2010 meeting, the SPC approved the leasing of the Property from Cherokee for the purposes of maintaining and operating the Institution; and

WHEREAS, this Lease is authorized by the provisions of the Official Code of Georgia, Section 36-9-3, and by the Georgia Constitution, Article 9, Section 3, Paragraph 1 and is a benefit to Cherokee to provide technical college education and training to the residents of Cherokee.

NOW, THEREFORE, in consideration of the mutual promises herein contained and the mutual public good to be derived by the Lease, the receipt and sufficiency of which is hereby acknowledged, upon the following terms and conditions to be paid and kept by the State, Cherokee grants and leases to the State, and the State does hereby accept, take and lease from Cherokee, the Property.

SPC _____ Cherokee _____

1.
USE OF PROPERTY

1.1 The Property shall be used by the State solely for educational purposes, including maintaining and operating the Institution and such purposes as are incidental thereto, including but not limited to the construction of such temporary or permanent improvements, expansions, erections, additions and alterations as are reasonably necessary or desirable by the State for the use of the Property as the Institution, and for no other purposes without the prior written consent of Cherokee, in its sole discretion.

1.2 Without limitation, the State shall not use the Property; (a) for any purpose not authorized by this Lease; (b) for any illegal purpose, nor for any purpose inimical to the health, safety and welfare of the public, or (c) commit, or suffer to be committed, any waste in or on the Property, nor shall it create or permit any nuisance in or on the Property.

2.
OCCUPANCY

The State shall occupy and operate the Property continuously (with the exception of officially recognized federal holidays and school breaks) throughout the Term (as hereinafter defined) of this Lease and shall not desert, surrender, abandon or cease using the Property during the Term.

3.
RENT

3.1 For and as rent for the Property, the State agrees to keep each and every term and condition of this Lease required to be kept by the State, each of which shall be deemed material and constitute rent for the Property.

3.2 Rent. The State shall pay to Cherokee the total sum of TEN DOLLARS AND 00/CENTS (\$10.00), payable in advance upon execution of this Lease, to the Director of the Property Management Department, Cherokee County Department of Property Management, 57 Waddell Street, Marietta 30060-1964.

3.3 Additional Rent The State shall pay to CCSD, as additional rent ("Additional Rent"), the sum of (\$.00), payable upon the execution of this Lease and, thereafter, on or before December 31st of each year of the term hereof, for the costs incurred by CCSD to secure and maintain the Casualty Insurance for the leased Property as set forth in Section 9 of the Lease. The State agrees to pay to CCSD the actual costs of such Casualty Insurance as may be incurred by CCSD from time to time during the Term. In the event that the amount of the costs for such Casualty Insurance increases or decreases during the Term, CCSD shall notify the State in writing of such changes and the State shall pay to CCSD the adjusted amount of such Casualty Insurance costs on or before December 31st of the following Lease year and each successive year of the Term until any other cost changes may occur. Notwithstanding the foregoing, the State, at its sole discretion, may elect to secure and maintain the above Casualty Insurance at its sole cost by providing written notice of such election to CCSD at least sixty (60) days prior to December 31st for coverage of the immediate following Lease year. The State shall furnish acceptable evidence of such insurance to

the CCSD promptly after the election notice. Upon the State providing CCSD proper notice and evidence of the Casualty Insurance, the State will not be required to pay Additional Rent for the applicable Lease year.

4.

TERM AND TERMINATION

4.1 The term of this Lease shall be defined as the period commencing on _____, (hereinafter referred to as the "Commencement Date") and expiring at 11:59 PM on the day before the twenty-fifth (25th) anniversary of the Commencement Date (hereinafter referred to as the "Expiration Date") with the period between the commencement and expiration date hereinafter collectively referred to as the "Primary Term". The term of this Lease shall automatically renew for a term of twenty-five (25) years following the Expiration Date (hereinafter "Renewal Term"), provided the State is not in default hereof, unless the parties agree in writing that the Lease shall terminate on the Expiration Date. The Primary Term and Renewal Term shall collectively be referred to as the "Term". Notwithstanding the foregoing provisions, in the event that any General Obligation Bonds are issued and utilized by the State for the construction of any improvements or additions to the Institution during the Primary Term of this Lease, then the Primary Term shall automatically conform to the term or repayment of such bonds, whichever occurs first. Provided the State is not in default hereof at the end of the term of such bonds or at the time they are repaid, this Lease shall automatically renew for the number of years then remaining to reach a total of fifty (50) years. Under no circumstances shall the Term, including any Renewal Term, of this Lease exceed fifty (50) years from the Commencement Date. The State may terminate this Lease with or without cause, upon by providing Cherokee with one hundred and twenty (120) days' written notice of such termination.

4.2 Upon expiration or earlier termination of this Lease, all rights and interests of the State (and all persons whomsoever claiming by, under or through the State) in and to the Property shall wholly cease and title to the Property shall vest in Cherokee without further act or conveyance.

5.

HOLDING OVER

The State shall not use or remain in possession of the Property after the expiration or earlier termination of this Lease. Any holding over or continued use or occupancy of the Property by the State after the expiration or earlier termination of this Lease, without consent from Cherokee, shall constitute a Tenancy-At-Will in the State and not a renewal of the Lease by operation of law, subject to the provisions of this Lease.

6.

INSPECTION AND TITLE

The State has fully inspected the Property and determined, in its sole discretion, that the Property in its present condition is suitable for the State's current and future intended use. Cherokee represents and warrants to the State that it holds good and marketable title to the Property and has the requisite authority to enter into this Lease. Except as otherwise expressly provided herein, Cherokee makes no representations or warranties of any kind, express or implied, regarding the Property, including the condition, habitability or suitability for any particular use or purpose of the Property.

7.

NO JOINT VENTURE

Nothing contained in this Lease shall make, or shall be construed to make, the State and Cherokee partners in, of, or joint venturers with each other, nor shall anything contained in this Lease render, or shall be construed to render, either party liable to a third party for the debts or obligations of the other.

8.

IMPROVEMENTS

8.1 The State may construct any reasonably desired or necessary improvements to the Property, at its sole cost and expense, wholly within the boundary lines of the Property and each shall be a self-contained, complete unit and shall not be tied into or have any physical connection with any structure located on any other property of Cherokee. The State shall submit plans and specifications for any such improvements to Cherokee for its approval prior to commencing work. All such improvements shall be performed and completed by the State in accordance with such approved plans, in a first-class and workmanlike manner, in conformity with all laws, ordinances, building codes, regulations, and legal requirements, and in full compliance with the terms of the Lease.

8.2 The State shall not create or permit to be created or to remain, and, shall promptly discharge, at its sole cost and expense, any lien or other encumbrance upon the Property, or any part thereof or upon the State's interest under the Lease that arises from or is related to the making of any improvements to the Property or by reason of any labor, service or material furnished or claimed to have been furnished to or for the benefit of the State or by reason of any construction, repairs or materials made or provided by or at the direction of the State for all or any part of any improvements on the Property;

8.3 Title to any and all improvements, erections or additions constructed on the Property by the State shall be at all times the property of the State during the Term of this Lease. Upon such expiration or termination, Cherokee may accept or request that the State remove such improvements. Any such furniture, furnishings, movable fixtures, equipment or proprietary property that is not removed by the State upon the expiration or earlier termination of this Lease shall be deemed abandoned by the State and shall become the property of Cherokee.

9.

INSURANCE

The State's liability hereunder is created, determined and limited by the Georgia Tort Claims Act, O.C.G.A. §§ 50-21-1 *et seq.* The State represents that it is self-insured in accordance with the specifications established by the Department of Administrative Services to cover claims for damages to persons or property by reason of Tenant's use or occupancy of the Property. Cherokee shall keep the building on the Property insured against loss or damage by fire and extended coverage to the extent of the full replacement value thereof, including all improvements, alterations, additions, and changes made by either party hereto, but excluding any personal property of the State or of the invitees or licensees of the State ("Casualty Insurance"), and all insurance required by this provision shall be carried for the mutual benefit of the parties in proportion to their interests in the Property. Cherokee shall furnish acceptable evidence of such insurance to the State promptly after the Commencement Date.

10.
UTILITIES

At its sole cost and expense, the State shall cause to be furnished and shall pay for all water, gas, light, power, sanitation (sewerage or otherwise), garbage pick-up and disposal, telephone and other utilities or services required for the State's use of the Property.

11.
TAXES AND ASSESSMENTS

11.1 The State agrees, during its use and occupancy of the Property, to pay or cause to be paid, to the public officer charged with collection thereof and before any of the same shall become delinquent the payment of (a) any and all taxes, assessments, license fees, excises, imposts, fees and charges of every sort, nature and kind, hereinafter collectively referred to as "impositions", which during the State's use and/or occupancy of the Property, may be assessed, levied, charged or imposed against or with respect to the State's interest in the Property, including, but not limited to, the building, fixtures, equipment and personal property, if any there be, located therein or thereon; and (b) any impositions assessed, levied, charged or imposed on or with respect to the conduct of the State's business in or on the Property.

11.2 Nothing herein shall obligate or require the payment of any imposition by the State, unless such obligation or requirement is provided by law. The State may contest the validity, legality or amount of any imposition in the manner provided by law after posting of security with (and acceptable to) Cherokee in an amount equal to the amount of the imposition claimed to be due. Within ten (10) days after the payment by the State of any imposition, the State will furnish to Cherokee a copy of said receipt evidencing such payment.

12.
CONDEMNATION, DESTRUCTION OF OR DAMAGE TO PROPERTY

If the Property or any improvements erected on the Property are condemned, totally or partially destroyed or rendered untenable by storm, fire, earthquake, hurricane or other natural catastrophe during the Term of this Lease, then (a) Cherokee or the State, by written mutual consent, shall rebuild and restore the taken, damaged or destroyed portions of the Property as nearly as possible to the condition as existed immediately prior to such taking, damage or destruction with insurance proceeds received from Cherokee or the State's Casualty Insurance policy; or (b) the parties may by written mutual consent terminate this Lease, in which event if applicable the State shall assign and promptly pay to Cherokee from the State's outside Casualty Insurance policy proceeds such amounts as may be required for the reconstruction and restoration of the taken, damaged or destroyed portions of the Property to as nearly as possible the condition as existed immediately prior to such taking, damage or destruction.

13.
REPAIR

The State, at all times during this Lease, at its sole cost and expense, shall keep all portions of the Property in good order, condition and repair, ordinary wear and tear excepted. The State's obligations hereunder include, without limitation, all necessary repairs and replacements of the Property, excluding such repairs and replacements for damage or destruction of the Property as set forth in Section 12 above, structural or otherwise, ordinary or extraordinary, foreseen and unforeseen, including but not limited to the roof, foundation, structure, parking lot and driveways, exterior and interior windows, doors and entrances, signs, floor coverings, columns, and partitions, and lighting, heating, plumbing and sewage

lines and facilities, and air conditioning equipment, and all other portions of the Property. Cherokee shall not be required, unless damage is caused by Cherokee, to make any repairs of any kind or nature, in, on or to the Property during the Term of this Lease. The State shall operate, maintain and repair the Property and any other buildings it builds thereon in accordance with the existing rules, regulations, and policies of the State of Georgia and in accordance with the provisions of this Lease.

14.

HAZARDOUS SUBSTANCES

14.1 The State shall not bring, deposit, or allow to be brought or deposited, in or upon the Property, any pollutant or harmful substance, except for substances ordinarily used in the care and maintenance of the Property and in compliance with all other applicable provisions of this Lease.

14.2 The State represents that it will not allow any of the following to occur on the Property, regardless of cause: (A) any generation, treatment, recycling, storage or disposal of any hazardous substance; (B) any underground storage tank, surface impoundment, lagoon or other containment facility for the temporary or permanent storage, treatment or disposal of hazardous substances; (C) any landfill or solid waste disposal area; (D) any asbestos-containing material as defined by the Toxic Substances Control Act; (E) any polychlorinated biphenyl (PCB) used in hydraulic oils, electric transformers or other equipment; or (F) any release or threatened release of hazardous substance to the environment in forms or quantity requiring remedial action under environmental laws. The State's obligation in no way extends to any environmental condition of the Property existing prior to the State's possession.

15.

INSPECTION

The State shall permit Cherokee and its duly authorized representatives at reasonable times to enter in and on the Property (i) to examine the Property and to ensure the Lease covenants in this Lease are being performed and (ii) to show the Property to prospective purchasers, or mortgagees or lenders .

16.

NO DISCRIMINATION/AMERICANS
WITH DISABILITIES ACT

In its occupancy and use of the Property, the State shall not discriminate against any person on the basis of race, color, national origin, age or disability. This covenant of the Lease may be enforced by termination of the Lease, injunction, and any other remedy available at law.

The State shall, at the State's sole cost and expense, comply with the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder. The State hereby expressly assumes all responsibility for compliance with the ADA relating to the Property and the activities conducted by the State on the Property. Any alterations to the Property made by the State for the purpose of complying with the ADA or which otherwise require compliance with the ADA shall be done in accordance with this Lease; provided, that Cherokee's consent to such alterations shall not constitute either Cherokee's assumption, in whole or in part, of the State's responsibility for compliance with the ADA, or representation or confirmation by Cherokee that such alterations comply with the provisions of the ADA.

17.

TRANSFER, ASSIGNMENT AND SUBLETTING

The State shall not transfer or assign (whether by instrument or operation of law or, if applicable, by withdrawal, sale, gift, exchange, change in partnership ownership or membership, change in stock ownership, merger, consolidation, dissolution or reorganization of any type) this Lease or any right or privilege of the State hereunder without the prior written consent, of Cherokee, in its sole discretion. The State shall not sublet the Property or any building built thereon or part thereof, or any right or privilege appurtenant thereto, nor permit nor suffer any party other than the State to use or occupy the Property or any portion thereof without the prior written consent of Cherokee, in its sole discretion. Any transfer, assignment or subletting without the prior written consent of Cherokee shall be void *ab initio* and shall at the option of Cherokee terminate this Lease. The State may, without the consent of Cherokee, transfer or assign this Lease or any of its rights or duties hereunder to another agency, department, authority, or instrumentality of the State for the same use and purposes as set forth in this Lease. Cherokee's consent to a transfer, assignment to subletting, or to any use or occupancy by a party other than the State, shall not invalidate or constitute a waiver of this provision, and each subsequent transfer, assignment and subletting, and each subsequent use and occupancy by a party other than the State shall likewise be made only with the prior written consent of Cherokee, in its sole discretion. Any assignee of State, at the option of Cherokee, shall become directly liable to Cherokee for the performance of all obligations of State hereunder, but no sublease or assignment by State shall relieve State of any liability hereunder.

18.

RETURN OF PROPERTY; REMOVAL OF FIXTURES.

18.1 Return of Property. At the expiration or earlier termination of this Lease, the State shall surrender the Property in better or the same condition as it was in upon delivery of possession to the State under this Lease (including any temporary or permanent improvements, expansions, erections, additions and alterations to the Property made during the Lease by the State), reasonable wear and tear excepted, and shall surrender to Cherokee all keys to all buildings and improvements on the Property.

18.2 Removal of Fixtures. Any trade fixtures, signs, and personal property of the State not permanently affixed to the Property shall remain the property of the State, and, the State shall have the right to remove any and all such trade fixtures, signs, and personal property. The State shall repair any damage occasioned to the Property by the removal of any such trade fixtures, signs, or personal property. The State agrees that all trade fixtures, signs and personal property installed in or attached to the Property by the State shall be in good condition when installed and shall be maintained so as to preserve the value of the Property. Any such trade fixtures, signs, furniture, furnishings, movable fixtures, equipment or proprietary property that is not removed by the State upon the expiration or earlier termination of this Lease shall be deemed abandoned by the State and shall become the property of Cherokee.

19.

ESTATE IN LAND.

This Lease shall create an estate for years between the parties hereto.

20.

NOTICES

All notices, requests, demands and other communications provided for hereunder shall be in writing and mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS, or Federal Express), or personally delivered to the

applicable party at the addresses set forth below. Notices shall be deemed given upon receipt, if delivered by overnight carrier or personally, or on the third business day after mailing, if delivered by United States certified mail.

To Cherokee:

With a Copy to:

To State: Georgia State Properties Commission
Attention: Executive Director
47 Trinity Ave. SW
Suite G02
Atlanta, Georgia 30334

With a Copy to: Technical College System of Georgia
Attention: Executive Director
1800 Century Place
Suite 400
Atlanta, Georgia 30345

21.
TIME IS OF THE ESSENCE

All time limits stated herein are of the essence of this Lease.

22.
NON-WAIVER

No failure of either party to exercise any right or power given under this Lease, or to insist upon strict compliance with the provisions of this Lease, and no custom or practice of the State or Cherokee at variance with the terms and conditions of this Lease, shall constitute a waiver of the other party's right to demand exact and strict compliance with the terms and conditions of this Lease.

23.
DEFAULT/REMEDIES/RIGHTS CUMULATIVE

23.1 EVENTS OF DEFAULT. The following events shall constitute Events of Default (whether any such event shall be voluntary or involuntary, or come about or be effected by operation of law or pursuant to or in compliance with any order of any court or any statute, rule, regulation, or order of any governmental body):

a) The State shall fail to carry and maintain, or reimburse Cherokee, for the insurance required by Section 9 hereof; or

b) The State shall fail to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder, and such failure shall continue un-remedied for a period of thirty (30) days after the State has received notice hereof from Cherokee; or

c) Any representation or warranty made by the State herein shall at any time prove to have been incorrect in any material respect; or

d) The State causes or permits an attachment or attachments or other lien or liens to be issued or entered against the Property and shall not be discharged or stayed within 60 days; or

e) The State shall abandon or cease continuous use of the Property without proper termination of the Lease.

23.2 REMEDIES. Upon the occurrence of any Event of Default and at any time thereafter so long as the same shall be continuing, Cherokee may at its option declare this Lease to be in default; and at any time thereafter, so long as the State shall not have remedied all outstanding Events of Default, Cherokee may terminate this Lease and/or do one or more of the following as Cherokee in its sole discretion shall elect:

a) proceed by court action or actions at law, in equity, or otherwise to enforce performance by the State of the applicable covenants of this Lease or to recover damages for the breach thereof; or

b) re-enter and take possession of the Property, dispossess the State or any other occupant of the Property, and remove the State's or such occupant's personal effects and property from the Property and store the same in a public warehouse or elsewhere at the cost of and for the account of the State, and thereupon relet the Property or any part thereof for such term or terms (which may extend beyond the Term) and at such rental or rentals and upon such other terms and conditions as Cherokee shall deem advisable.

Except as otherwise provided herein, the rights and remedies provided in this section are cumulative and are not exclusive of any rights or remedies otherwise available to Cherokee at law, in equity, or otherwise.

23.3 RIGHT TO CURE DEFAULTS. Cherokee may at its election and cost (but without any liability to do so) cure any default by the State under this Lease. Cherokee may seek to recover any such cost in a court of competent jurisdiction.

24. BINDING EFFECT

Each of the terms and conditions of this Lease shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto, to the successors and assigns of the State, and to the extent that Cherokee has consented to a transfer or assignment of this Lease (if such consent is required) to the successors and assigns of the State, and to any leasehold mortgagee and its successors and assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

25.
INTERPRETATION

Should any provision of this Lease require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

26.
GEORGIA AGREEMENT

This Lease shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. It is agreed that any action brought to enforce or interpret this Lease shall be brought only in a court of competent jurisdiction located in either Cherokee County or Fulton County, Georgia.

27.
SECTION HEADINGS

The brief headings or title preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Lease.

28.
NO THIRD PARTY BENEFICIARY

Nothing in this Lease, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations indemnities or limitations of liability whatsoever in this Lease.

29.
WHEREAS PROVISIONS AND EXHIBITS

The "Whereas" clauses appearing at the beginning of this Lease and the Exhibits attached hereto are hereby incorporated by reference herein. To the extent that Exhibits conflict with any of the foregoing terms and conditions of this Lease, the Exhibits shall control.

30.
SEVERABILITY

If any provision of this Lease, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Lease shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

31.
COUNTERPARTS

This Lease may be executed in two (2) or more counterparts each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

32.
ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the parties. This Lease supersedes all prior negotiations, discussions, statements and agreements between Cherokee and the State with respect to the Property and the State's use and occupancy thereof. No member, officer, employee or agent of the State or Cherokee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both the State and Cherokee and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, Cherokee, acting by and through its duly authorized hereinafter named representatives, and the State, acting by and through its duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof

(signatures commence on next page)

Signed, sealed and delivered as to
Cherokee County in the presence of:

**CHEROKEE:
CHEROKEE COUNTY SCHOOL SYSTEM,
GEORGIA**

Unofficial Witness

By: _____ L.S.
Robert Rechsteiner , Chairperson
Cherokee County Board of Education

Official Witness, Notary Public

Attest: _____ L.S.

My Commission Expires:

(Seal Affixed Here)

(Signatures Continued on Following Page)

Signed, sealed and delivered as to
SPC in the presence of:

Unofficial Witness

Official Witness, Notary Public
My Commission Expires:

**STATE:
GEORGIA STATE PROPERTIES COMMISSION**

By: _____ L.S.
Governor NATHAN DEAL, acting as
Chairman of the Georgia State
Properties Commission

Attest: _____ L.S.
STEVEN L. STANCIL , Executive Director
of the Georgia State Properties Commission

(COMMISSION SEAL)

**EXHIBIT "A" TO LEASE
PLAT OF SURVEY**