

PARTNERSHIP AGREEMENT
BETWEEN
THE CHEROKEE COUNTY BOARD OF EDUCATION
AND
THE CITY OF CANTON

This agreement entered into on this 2nd day of December, 2010 by and between
The Cherokee County Board of Education, hereinafter referred to as the "School Board"

And

The City of Canton hereinafter referred to as "Canton."

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 City of Canton's vision is to nurture all residents, businesses, and cultural institutions by linking their resources together and providing new innovative opportunities to pursue a higher quality of life while preserving our heritage and natural resources; and,

WHEREAS, the City of Canton's mission is to commit to provide the resources and services necessary to meet and exceed the expectations of its residents; and,

WHEREAS, the City of Canton has established itself as a viable part of the Atlanta metro area while maintaining its heritage and strong sense of community and is preparing for the future while cherishing the past; and,

WHEREAS, the City of Canton is the County Seat of Cherokee County and is located in the geographic center of Cherokee County; and,

WHEREAS, Canton's current projections indicate continued growth for years to come and the city plans to take an aggressive and pro-active approach to deal with the anticipated growth; and

WHEREAS, the City of Canton's motto is "more than a city."

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. Shall assess no costs to the other party in cases of easement granting.
2. Shall share information and facilities in emergency situations, such as natural disasters and inclement weather; and share information concerning road conditions, especially in inclement weather.
3. Shall continue to allow the City use of school system facilities during local civic events and for purposes such as the utilization of facilities by the Senior Activities Coordinator, waiving the rental fee, as detailed in the School Board's Community Use of System Facilities (KG) policy.

4. Shall work to coordinate needs determinations and future school site selection with the City's Planning/Zoning and Economic Development offices.

5. Shall work to correspond the needs of future school sites with other planned city land uses, such as parks, fire stations, law enforcement precincts and public libraries, in order to purchase larger tracts of land, share infrastructure costs and provide for joint use of public facilities.

6. Shall promote ongoing coordinating efforts to assess the locations and types of future population growth. This includes the school system being directly involved in land use projections and discussions of such, so that future school sites will not adversely impact Canton's plans for land usage. This initiative will include the sharing of database information, such as population trends, enrollment, zoning applications, etc.

7. Shall develop methods to work in conjunction with the City in their zoning process, so that developers are routinely expected to communicate the impact the development is anticipated to make on the school system and Canton.

8. Shall grant a representative of Canton an opportunity for input, as though such representative were a staff member, at School Board meetings, so that Canton recommendations and decisions made in such meetings are routinely considered by the School Board in that forum, as need be.

9. Shall provide regular opportunities for City representatives to inspect surplus property in order to determine if there may be a need for such property (first right of refusal).

10. Shall allow the City and program participants (in Boling Park) to use parking facilities generally located behind Cherokee HS when not in use during School District activities/programs. Additionally, the City may utilize the practice field established adjacent to the Cherokee HS baseball field for recreational purposes, provided such recreational leagues adhere to liability guidelines as established by the Cherokee County School District.

ARTICLE III

Canton:

1. Shall assess no costs to the other party in cases of easement granting of City-controlled property.
2. Shall, upon prior approval of the appropriate City supervisor, provide release time with pay to employees in order for them to work with and mentor principals, teachers and students to ensure that student achievement gains are recognized, particularly in the subject areas of science and math.
3. Shall share information and facilities in emergency situations, such as natural disasters and inclement weather; and share information concerning road conditions, especially in inclement weather.
4. Shall work to coordinate needs determinations and future City construction projects with the School Board's Department of Planning and Forecasting.
5. Shall work to correspond the needs of planned City land uses, such as parks, fire stations, law enforcement precincts and public libraries, with future school sites in order to purchase larger tracts of land, share infrastructure costs and provide for joint use of public facilities.
6. Shall promote ongoing coordinating efforts to assess the locations and types of future population growth. This includes the school system being directly involved in land use projections and discussions of such; so that future school sites will not adversely impact City plans for land usage and vice versa. This initiative will include the sharing of database information, such as population trends, enrollment, zoning applications, etc.
7. Shall develop methods to work in conjunction with the School Board in their zoning process, so that developers are routinely expected to communicate the impact the development is anticipated to make on the school system and City.

8. Shall grant a representative of the school system an opportunity for input, as though such representative were a staff member, so that school system analysis and recommendations made in such meetings are routinely considered by the City in that forum, as need be.

9. Shall continue the Mayor's Youth Design Team and other educational programs in conjunction with School District representatives.

10. May, subject to prior approval of the appropriate City supervisor, provide city employees, staff and elected officials as judges for the School System Science Fair, Young Authors Fair, Governors Honors, Speech Contests and other related functions and participants in the Principal-for-a-Day program.

11. Shall provide and establish a Speakers Bureau list, for City employees to serve as classroom speakers on requested topics.

12. Shall work in conjunction with School District representatives (curriculum contacts) as the Etowah River Greenway project is developed (future outdoor classrooms, environmental education opportunities, etc.).

13. Shall continue to allow the School Board use of Boling Park facilities during school district sponsored events and for purposes such as utilization of these facilities by Cherokee HS athletic teams, as well as Cherokee HS booster clubs, waiving rental fees, as detailed in the City of Canton Facility Use Guidelines. The Cherokee HS softball team shall be granted first right of refusal relative to the use of the softball field at Boling Park. All improvements to the softball field in Boling Park shall be the responsibility of Cherokee HS and the Cherokee HS Softball booster club. In the event the park or any part thereof is damaged or destroyed by any cause whatsoever during School Board's use, School Board agrees to promptly commence and diligently pursue completion of necessary repairs, replacement or restoration of the damaged property or facilities. School Board agrees to pay the cost of repair and/or replacement of any and all damage of whatever origin or nature which occurs during the period of its use and to restore the property or facilities affected by School Board's use to a condition equal to

that at the time the use went into effect. Canton will provide to the School Board detailed billing and accounting when such repair, replacement or restoration is complete.

14. Grant right-of-use over, across and through property generally located behind Cherokee HS for the purposes of ingress/egress to parking areas located on School Board property (improving by establishing second access to parking area). Property in question is owned by the Army Corps of Engineers and leased to City of Canton.

15. Accept all children/interested participants for participation within its programs without regard to their gender, race, political affiliation, age, national origin or handicapping condition. 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, Canton must adhere to all local, State or Federal laws regarding education.

ARTICLE IV

The term of this contract is December 2, 2010 through December 1, 2011. This contract shall automatically renew for additional terms not to exceed five years unless either party notifies the other at least 60 days prior to renewal date.

ARTICLE V

This contract may be terminated by either party upon thirty (30) days written notice to the other party with or without cause. All notice of this contract shall be given to the Superintendent of Cherokee County Schools at 110 Academy Street, Canton, Georgia 30114, and to the City Manager of Canton, at 151 Elizabeth Street, Canton, Georgia 30114.