BOARD OF TRUSTEES

THE UNIVERSITY OF NORTH CAROLINA AT GREENSBORO

August 4, 2011

ACTION ITEM: Authorize the Chair of the Board of Trustees and the Chancellor to sign, on behalf of the University, the attached Memorandum of Understanding between the Guilford County Board of Education and The University of North Carolina at Greensboro concerning a Middle College High School at UNCG.

BACKGROUND INFORMATION:

- An initial presentation was made to the Board of Trustees on November 11, 2010 regarding the Health Careers Early Middle College being planned collaboratively with Guilford County Schools and the School of Health and Human Performance (now Health and Human Sciences);
- Throughout AY 2010-11, participants from Guilford County Schools and UNCG have crafted a Memorandum of Understanding outlining the parameters by which the Guilford County Board of Education will operate a high school on UNCG’s campus designated as “Middle College at the University of North Carolina at Greensboro.”
- The signatures of the BOT Chair and the Chancellor on the MOU are required by BOG Policy 400.6.1, paragraph 22.
- University Counsel has reviewed the MOU and verified that it conforms to legal requirements.
- The University’s accrediting agency, the Southern Association of College and Universities Commission on Colleges (SACSCOC) requires that the MOU be signed and submitted to them prior to commencing Middle School classes on August 10, 2011.

RECOMMENDED ACTION:

That the Board of Trustees of The University of North Carolina at Greensboro authorize the Chair of the Board of Trustees and the Chancellor to sign, on behalf of the University, the attached Memorandum of Understanding between the Guilford County Board of Education and The University of North Carolina at Greensboro concerning a Middle College High School at UNCG.

David H. Perrin
Provost and Executive Vice Chancellor
Memorandum of Understanding

between

The Guilford County Board of Education

and

The University of North Carolina at Greensboro

concerning

a Middle College High School at The University of North Carolina at Greensboro

for

July 1, 2011 through June 30, 2012
and up to three (3) additional years in accordance with the Renewal Terms
STATE OF NORTH CAROLINA

MEMORANDUM OF UNDERSTANDING

GUILFORD COUNTY

This Memorandum of Understanding (“Agreement”) is made and is effective as of July 1, 2011 (“Effective Date”) by and between The University of North Carolina at Greensboro (“UNCG”) and the Guilford County Board of Education (“GCBOE”).

PARTIES

UNCG is an agency of the State of North Carolina which exists to operate an institution of higher education. UNCG locates its primary office at 1202 Spring Garden St., Greensboro, NC 27412.

GCBOE is a governmental unit of the State of North Carolina which exists to operate a system of public schools in Guilford County, North Carolina. GCBOE locates its primary office at 712 N. Eugene St., Greensboro, NC 27401.

Collectively, UNCG and GCBOE are referred to in this Agreement as “the Parties.”

RECITALS

WHEREAS, GCBOE seeks to operate a public high school which is designated “Middle College at the University of North Carolina at Greensboro” and which offers the educational opportunities described in this Agreement and Attachments A and B;

WHEREAS, this agreement is for a term beginning July 1, 2011 through June 30, 2012; and

NOW THEREFORE, intending to be legally bound, the Parties mutually agree to the following:

[Remainder of page left intentionally blank]
AGREEMENT

1. TERM

1.1. Original Term. The Original Term of this Agreement will be one (1) year and will commence on the Effective Date, unless sooner terminated in accordance with the terms and conditions of this Agreement ("Original Term").

1.2. Renewal Terms. This Agreement may be renewed for an additional term of one (1) year ("Renewal Term") as provided in Attachment A. The renewal will be memorialized in writing pursuant to §10.7.

2. OPERATION OF THE SCHOOL

2.1. GCBOE will operate on UNCG's premises a public high school with the official name of “Middle College at University of North Carolina at Greensboro” (“the School”). All federal, state and local laws and requirements applicable to comparable public high schools will be applicable to the School, and GCBOE shall be responsible for the cost of complying with all such federal, state and local requirements.

2.2. GCBOE, in collaboration with UNCG, will make best efforts to admit and maintain a regularly enrolled body of students at the School.

2.3 Selection of students shall be made by a collaborative effort between the parties, which will include a review of candidates by representatives of GCBOE and UNCG. In particular, the representatives from UNCG will include persons from Academic Affairs and Student Affairs. Selection shall be based on, among other things, academic credentials, disciplinary records, potential of successful completion of high school requirements, potential for successful completion of university course requirements, potential for contribution to the intellectual and social strength of the School environment.

2.4 Beginning in 2012-13, applicants to the School shall complete an application developed by representatives of UNCG and the School. This application shall contain the security questions 1 utilized by the UNCG on its application for all enrolled

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1 The UNCG Security questions from its application are as follows:

28. Campus Safety Questions (Required for All Applicants)
Your “yes” answer to one or more of the following questions will not necessarily preclude your being admitted. However, your failure to provide complete, accurate, and truthful information will be grounds to deny or withdraw your admission, or to dismiss you after enrollment. For the purpose of the following six questions, “crime” or “criminal charge” refers to any crime other than a traffic-related misdemeanor or infraction. You must, however, include alcohol or drug offenses whether or not they are traffic related.

a) Have you been convicted of a crime? q Yes q No
b) Have you entered a plea of guilty, no contest, “nolo contendere,” or an Alford plea, or have you received a deferred prosecution or prayer for judgment continued, to a criminal charge? q Yes q No
c) Have you otherwise accepted responsibility for the commission of a crime? q Yes q No
d) Do you have any criminal charges pending against you? q Yes q No
e) Have you ever been expelled, dismissed, suspended, placed on probation, or otherwise subject to any disciplinary sanction by any school, college, or university? q Yes q No
f) If you have ever served in the military, did you receive any type of discharge other than an honorable discharge? q currently serving q never served

If you answered “yes” to any of the six questions above, explain the circumstances on a separate sheet of paper. Please include dates of charge(s) or incident(s), details of the situation(s), and the outcome and/or consequences of the situation(s).

Print your full name at the top of the page and sign and date your submission.
students. For 2011-2012, because students were already enrolled at the time this MOU was executed, GCS shall require the admitted students to respond in writing to the security questions no later than September 1, 2011. For 2011-2012 and subsequent years, the responses to the security questions shall be collected by the Principal and promptly provided to the UNCG Director of Admissions. The Director of Admissions, in consultation with Student Affairs and the Principal, will determine whether the responses raise legitimate concerns that the presence of a particular student will jeopardize the safety of the University Community, and if so, the appropriate course of action necessary to safeguard the University Community, which includes the School. In order to assist in determining the appropriate course of action necessary to safeguard the University Community, the Director of Admissions may additionally consult with and receive a recommendation from the UNCG Committee on Extraordinary Admissions, which shall be composed of those members who normally review undergraduate applications. The Committee, in continued consultation with the Director and the Principal, shall apply the UNCG Protocol on Extraordinary Admissions as it is applied to undergraduate applicants, except to the extent that portions of the Protocol may be inconsistent with this paragraph, inapplicable to Middle College students or inconsistent with applicable law.

2.5 While in UNCG facilities, on UNCG property or in UNCG classes, the students, faculty and staff of the School will comply with all state and local laws, applicable UNCG regulations and applicable UNCG policies. Failure to follow these proscriptions will subject the individual to the disciplinary procedures of UNCG and may result in dismissal from the School.

2.6 The School will provide the educational opportunities described in Attachment A.

2.7 Day-to-day management of the School and the decision-making authority with regard to operational issues will be vested in the Principal of the School, subject to the supervision of GCBOE. Should any such issues directly affect UNCG, the Principal of the School will exercise this management and authority in consultation with the dean of the School of Health and Human Sciences (HHS) or designee designated by UNCG as its liaison to the School.

2.8 Policy decisions with respect to the School will be made by GCBOE. Daily operational decisions shall be made by the Principal in compliance with GCBOE policies and practices. Should any such issues directly affect UNCG, such decisions will be made in consultation with UNCG.

2.9 GCBOE will provide the high school curriculum for students enrolled at the school (“High School Students”), and will assure that High School Students have the opportunity to fulfill all academic requirements for graduation from high school. All students shall have the opportunity to take courses that meet the minimum requirements for admission to the University of North Carolina.

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2 See [http://www.uncg.edu/ucp/policies_procedures/ex_admissions.html](http://www.uncg.edu/ucp/policies_procedures/ex_admissions.html).

3 Except as provided in this paragraph, 2.4, the UNCG Director of Admissions and the Extraordinary Admissions Committee shall have no role in the selection of students for the School.
3. **DUAL ENROLLMENT IN COLLEGE COURSES FOR COLLEGE CREDIT**

3.1. As further specified in Attachment A, UNCG will allow High School Students to dually enroll in college-level courses:

   a) that are offered by UNCG to students enrolled at UNCG (“UNCG Students”);
   b) that are taught by faculty members of UNCG; and
   c) for which the high school student has met all course pre-requisites including UNCG placement tests (or the high school equivalent) that other UNCG Students are required to meet for that course.

3.2. The college-level courses provided in §3.1 will be referred to in this Agreement as “College Courses”.

3.3. High School Students will participate in the processes of registration, drop-add, and withdrawal (“Course Actions”) as prescribed by the UNCG Registrar. GCBOE will supervise and monitor High School Students’ Course Actions and may limit students’ Course Actions through GCBOE policies or the independent decisions of GCBOE employees.

3.4. High School students will be identified and tracked in UNCG’s data system in a unique category for Middle High School Students (MCHS). While enrolled in College Courses, UNCG will treat High School Students as non-degree seeking students. They will not be counted or classified by UNCG as regularly enrolled students.

3.5. UNCG will grade and/or evaluate High School Students and award them college credit for the College Courses they take as provided in Attachment A.

3.6 High School students will be subject to the same registration restrictions as UNCG students if they incur a hold on their records that prevents registration, including cancellation of courses for nonpayment of tuition and fees.

4. **HIGH SCHOOL STUDENTS ON UNCG CAMPUS**

4.1. **Student Privacy.** In accordance with the Family Educational Rights and Privacy Act, other applicable federal and state laws, and GCBOE’s administrative policies, UNCG will protect High School Students’ privacy and guard against the unauthorized release of identifying student information and student records. GCBOE will ensure that an adequate waiver and/or consent is executed by the appropriate individual(s) authorizing UNCG to possess and access student information and records for each High School Student who enrolls in College Courses.

4.2. **Student Safety**

   a) UNCG acknowledges that High School Students will frequently be present on and moving about UNCG’s campus without GCBOE's direct supervision.
   b) UNCG will take the same precautions to protect the safety of High School Students as UNCG does for UNCG Students.
   c) GCBOE faculty and staff working on campus will attend the UNCG safety orientation provided to them and will educate students on the portions of said training pertinent to students.
4.3. **Exceptional Children Under IDEA**

a) GCBOE will be responsible for identifying any High School Student who qualifies for an Individualized Education Program ("IEP") under the Individuals with Disabilities Education Act ("EC High School Student").

b) GCBOE will provide all counseling and additional services required by an EC High School Student's IEP.

c) When an EC High School Student is enrolled in a College Course, UNCG will, at the request of GCCOE and upon GCBOE's and the student's compliance with any UNCG procedures, evaluate the student’s appropriate accommodations at the postsecondary level, and provide accommodations in compliance with the Americans with Disabilities Amendments Act, Section 504- Part E of the Rehabilitation Act, UNCG policies, and any other applicable law. UNCG will not pay any cost for evaluation.

5. **COSTS**

5.1 **Tuition for College Courses**

a) GCBOE will pay tuition and fees to UNCG for each High School Student who enrolls in College Courses as provided in Attachment A.

b) If a High School Student reduces his/her college credit hours (by dropping a course or otherwise), UNCG will refund the tuition and fees according to the same refund practices UNCG applies to UNCG Students. GCBOE will make best efforts to prevent this condition from occurring.

5.2. **Faculty and Staff**. GCBOE will employ, compensate, and provide qualified faculty for high school courses at the School, a qualified Principal for the School, and qualified administrative personnel sufficient to manage the operations of the School. UNCG will employ, compensate to the extent it sees fit, and provide a College Liaison at its own cost. During the 2011-2012 academic year, the Liaison will also teach the PE/Health classes at the School.

5.3 **Textbooks**

a) GCBOE will pay for textbooks for High School Students’ College Courses. These textbooks will remain the property of GCBOE. If so provided in Attachment A, UNCG will seek to facilitate an arrangement with the privately owned campus bookstore whereby the bookstore may buy back such textbooks at GCBOE's request.

b) GCBOE will provide textbooks for High School Students enrolled in high school courses at the School. These textbooks will remain the property of GCBOE.

5.4. **Student Fees**. If so provided in Attachment A, UNCG, with GCBOE's consent, may require High School Students or their parent(s)/guardian(s) to pay for additional expenses associated with the students' enrollment in College Courses.

5.5 **Insurance**

a) GCBOE will maintain standard insurance coverage as provided in Attachment A.

b) The provision of such insurance will not, however, affect, waive, or reduce any governmental or sovereign immunity protecting GCBOE or the School, except to the extent required by applicable law.
c) UNCG will be responsible for the insurance coverage of the types and amounts that it deems appropriate as it relates to the physical plant and programs owned and operated by UNCG.

d) The provision of such insurance will not, however, affect, waive, or reduce any governmental or sovereign immunity protecting UNCG except to the extent required by applicable law.

5.6. Other Costs. GCBOE will be responsible for all other costs of operating the School, but will not be obligated to pay any additional costs to UNCG unless specifically agreed to by the Parties or expressly provided in Attachment A.

6. CLASSROOM FACILITIES

6.1. As soon as is reasonably possible following the execution of this Agreement, the parties will jointly identify suitable classroom facilities for the students who are or will be enrolled at the School.

6.2. The parties will make good faith efforts to make such classroom facilities available for use by the School on or before the date provided in Attachment A.

6.3. During each semester, UNCG will make the classrooms reasonably available to GCBOE employees of the School.

7. ADDITIONAL PROVISIONS. Any additional provisions provided in any attachment to this contract are incorporated herein by reference.

8. TERMINATION

8.1. The Parties acknowledge that:

a) Terminating this Agreement, in part or in whole, would materially and adversely affect High School Students' education, including their ability to graduate from high school; and

b) GCBOE is uniquely dependent on UNCG's continued and uninterrupted provision of services under this Agreement in order to meet its constitutional obligation to provide High School Students with the opportunity for a sound basic education.

8.2. The Parties therefore agree that neither party may terminate this Agreement during its term, except that either party may terminate this Agreement on 45 days written notice if it becomes reasonably apparent that adequate funding for GCBOE from federal, state or local sources will not be adequate to enable GCBOE to fulfill its financial obligations to UNCG or by mutual agreement of the parties.

8.3 The parties may also terminate this Agreement due to material breach of the other party, which breach is not cured within 60 days after receipt of written notice by the party allegedly in breach setting forth the particular reasons why a breach has allegedly occurred.

8.4 If the agreement is terminated, the parties will compensate each other for uncompensated expenses incurred hereunder to the extent that such expenses are to be compensated hereunder.
9. **CONTRACT TRANSFER.** Neither party to this Agreement may assign, subcontract, or otherwise transfer any interest in or right or obligation under this Agreement without having first obtained the prior written consent of the other party.

10. **MISCELLANEOUS**

   10.1. **Expenses.** Except to the extent that this Agreement expressly provides otherwise, the parties to this Agreement will bear their own respective expenses incurred in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement and the consummation of the transactions it contemplates. This includes, without limitation, all fees and expenses of agents, representatives, counsel, and accountants.

   10.2. **Further Assurances.** Each of the parties hereto will execute such agreements, certificates, documents, and other instruments, and take any further action as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and the transactions for which it provides and contemplates, so long as there is no conflict with the provisions of UNC Board of Governors Policy or the laws or policies governing GCBOE.

   10.3. **Notices.**

   a) **Transmission.** Any notice or other communication required or permitted hereunder will be in writing and will be delivered with all charges prepaid by the party originating the notice or communication. Delivery may be made by hand, telegraph, telex, or facsimile; by certified, registered or express mail, or by Federal Express.

   b) **Effective Date.** If any such notice is transmitted by hand, telegraph, telex, or facsimile, notice will be deemed given on the date that the transmission is made. If any such notice is transmitted by mail, notice will be deemed given three (3) days after the date on which the notice was deposited in the United States mails or with an appropriate Federal Express agent.

   c) **Identified Contact Persons.** To be effective, notice must be sent to all individuals identified in Attachment A as contact persons for the party to which the notice is sent.

   d) **Change In Contact Person.** Either party may change the contact person(s) identified in Attachment A at any time and from time to time by giving notice to the other party in accordance with this §10.3.

   10.4. **No Joint Ventures.** This Agreement does not and will not be considered to create a partnership or joint venture between UNCG and GCBOE. Neither party will have the power to bind nor obligate the other except as expressly provided herein.

   10.5. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the School and supersedes all prior agreements, discussions, negotiations, or understandings, whether written or oral, and whether previous or parallel to this Agreement.

   10.6. **Waivers.**

   a) The terms of this Agreement may be waived only by a written instrument that is signed by the party that is making the waiver.

   b) A party’s delay in exercising any right, power, or privilege hereunder will not operate as a waiver thereof. Nor will a party’s waiver of any such right, power, or privilege, nor any single or partial exercise of any such right, power, or privilege, preclude any further exercise thereof or the exercise of any other
right, power, or privilege.
c) A party's failure to exercise, any right, power, or privilege hereunder will neither create nor allow to be created a standard of practice under this Agreement.

10.7. Amendments. This Agreement may be amended, superseded, terminated, renewed or extended only by a written instrument signed by both Parties.

10.8. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed entirely within North Carolina.

10.9. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the parties and their respective permitted successors in interest.

10.10. Force Majeure. Neither party will be liable under this Agreement for any loss or damage of any nature that is incurred as a result of any failure or delay in performance that is, in turn, caused by circumstances beyond its reasonable control. This includes, without limitation, any failures or delays in performance caused by lack of available production facilities, strikes, lockouts, labor disputes, fires, acts of God or the public enemy, riots, interference by civil or military authorities, compliance with the laws, orders or policies of any governmental authority, delays in transit or delivery on the part of transportation companies, failures of communication facilities or sources of raw material, destruction of a party's relevant facilities, or any other condition beyond the party's reasonable control. This clause will not excuse, however, a party’s obligation to pay money due hereunder to the other nor extinguish any obligations owed among the parties that arose prior to the event of force majeure.

10.11. Variations In Pronouns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

10.12. Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by less than all, but together signed by all of the parties hereto.

10.13. Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

10.14. Severability of Provisions. If any provision of this Agreement, or portion thereof, is held invalid or unenforceable on its face or in its application to a particular person, entity, or circumstance, the remaining portion of such provision, along with the remaining provisions of this Agreement, will not be affected, but rather remain in full force and effect in a manner that advances the intended purposes of this agreement.

[The remainder of this page is intentionally left blank. Signatures follow on next page.]
IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first above written.

University of North Carolina at Greensboro

By: ______________________________
Name: Randall Kaplan
Title: Chair, Board of Trustees
DATE: __________________________

Guilford County Board of Education

By: ______________________________
Name: Alan Duncan
Title: Chairman, Board of Education
DATE: __________________________

By: ______________________________
Name: Linda P. Brady
Title: Chancellor
DATE: __________________________

By: ______________________________
Name: Maurice Green
Title: Superintendent
DATE: __________________________

ATTEST:

________________________________
Name:

________________________________
Title:

________________________________
Date:

ATTEST:

________________________________
Name:

________________________________
Title:

________________________________
Date:

CONTROLS:
This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

________________________________
Name: Sharon Ozment
Title: Chief Financial Officer
DATE: __________________________
ATTACHMENT A
OPTIONAL PROVISIONS

The provisions, below, that are marked with “[x]” are fully incorporated into the above Memorandum of Understanding. The provisions, below, that are marked with “[ ]” are not incorporated and have no force or effect.

1. [x] **Educational Opportunities Provided at the School.** The School will provide educational opportunities to high school students in grades 9 through 12.

2. [x] **Term and Renewal**
   
   [x] a. This Agreement is for an Original Term beginning July 1, 2011 through June 30, 2012.
   
   [x] b. On or before December 1 of the Original and any Renewal Term, the Parties will make best efforts to cooperatively discuss the renewal of this Agreement including, without limitation, the anticipated enrollment of High School Students at the School and the facilities that UNCG will make available for the School's use.
   
   [x] c. This Agreement will automatically renew for an additional term of one (1) year at the end of the Original Term and any Renewal Terms unless it is terminated by a party in a signed writing sent to the other party on or before March 15 of the then current term.
   
   [x] d. This Agreement may renew automatically for a maximum of three (3) Renewal Terms following the Original Term.
   
   [x] e. GCBOE acknowledges that the particular facilities UNCG will make available to GCBOE and the dates and times at which UNCG will make such facilities available to GCBOE may reasonably change upon each renewal of this Agreement.

3. [x] **Tuition and Other Costs**

   [x] a. For the Original Term of this Agreement, the amount of tuition and fees per High School Student that GCBOE pays will be the rate approved by the UNC Board of Governors. Except as may be provided in this Agreement, GCBOE shall pay for any applicable instructional, incidental, and miscellaneous fees charged by UNCG to its regularly enrolled students, including the technology fee.

   [ ] b. The percentage increase in tuition for any year under this Agreement shall not exceed the percentage approved by the State Legislature for State colleges and universities from the prior year.

   [x] In the event that funds are made available to UNCG by the State or any other source to pay for any portion of a High School Student’s tuition for College Courses, UNCG will reduce the tuition GCBOE pays for any such High School Student by the amount received from the alternative funding source for that student. UNCG will make best efforts to secure the receipt of any such funding and will cooperate with GCBOE's efforts to secure UNCG's receipt of such funds.

   c. [x] UNCG may require High School Students or their parent(s)/guardian(s) to pay for such items as school fees, facilities charges, library fines, parking citations, and consumable items. A delinquent account balance may prevent registration in UNCG courses.
i. [ ] This payment may not exceed ____ per High School Student per semester.

ii. [ ] High School Students who can not reasonably afford such additional payment will be offered scholarships that are funded by:
   1. [ ] UNCG.
   2. [ ] GCBOE from funds including, without limitation, donations from the School's Parent-Teacher-Student Association.

d. [x] Upon GCBOE's request, UNCG will seek to facilitate an arrangement with the privately owned Bookstore, whereby the Bookstore will buy back from GCBOE any textbooks that GCBOE purchased for High School Students' College Courses according to the same polices that the Bookstore applies to UNCG students.

4. Facilities

All UNCG facilities remain under the control of UNCG.

a. Classroom Facilities

i. [x] The parties will make good faith efforts to make classroom facilities available for use by the School on or before August 1, of each year of the Agreement, inclusive of any Renewal Terms.

ii. [x] For 2011-2012 UNCG will specifically make available to GCBOE the following classroom facilities:
   1. four (4) classrooms which will all accommodate up to seventeen (17) students, plus three (3) staff offices and one (1) work room; all designated for the School’s use during normal School hours;
   2. access to identified science lab facilities; and
   3. access to identified computer lab facilities. GCBOE will be responsible for compliance with the Child Internet Protection Act (CIPA). UNCG will not install special blocks or filters.

iii. [ ] Classroom facilities may include modular classroom facilities owned by GCBOE. GCBOE will pay all costs associated with the operation and maintenance of such modular classroom facilities.

b. Administrative Facilities

i. [x] UNCG will provide adequate office facilities to the following GCBOE employees at the School:
   1. [x] the Principal;
   2. [x] an Administrative Assistant;
   3. [x] a Counselor;
   4. [x] faculty members shall have undesignated work space
   5. [x] the following additional staff positions: social worker.

ii. [ ] UNCG will specifically make available to GCBOE the following office facilities:

b. Facility Availability, Utilities, and Equipment

i. [x] UNCG will make classroom and office facilities reasonably available to GCBOE

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4 UNCG is committed to finding additional space as needed in subsequent years as the School grows.
employees from 7:00am to 8:00pm and High School Students at the School from 8:00am to 6:00pm on Monday through Friday of each week during the term of this Agreement. This includes:

1. [x] unlocking and disarming all doors and alarms.
2. [x] providing GCBOE employees of the School with appropriate keys and alarm codes.

ii. [x] Without additional charge, UNCG will provide utilities (excluding telephone) and routine maintenance to all UNCG-owned facilities used by the School. GCBOE will use UNCG’s inside cable plant to access the GCS network and internet.

iii. [x] Any computer network equipment, telephone, furnishings, and other hard asset necessaries, including the costs and effort associated with their selection, purchase, set up, and removal provided by GCBOE will remain the property of:

1. [x] GCBOE.
2. [ ] UNCG.

d. Parking Facilities

i. [x] UNCG will provide GCBOE employees at the School with parking permits at:

1. [ ] an additional cost to GCBOE or its employees at the School.
2. [x] no additional cost to GCBOE or its employees at the School.

ii. [ ] UNCG will provide the Principal with a Reserved Parking space at:

1. [ ] the additional cost to GCBOE or the Principal to upgrade from Deck to Reserved.
2. [ ] no additional cost to GCBOE or the Principal.

iii. [x] UNCG will provide the GCBOE with a visitor’s parking pass at:

1. [x] an additional cost to GCBOE.
2. [ ] no additional cost to GCBOE.

iv. [x] UNCG will provide High School Students with parking options consistent with those offered to UNCG students at:

1. [x] an additional cost to respective High School Students.
2. [ ] no additional cost to GCBOE or High School Students.

5. Campus Facilities

a. [x] High School Students shall not have access to residential or dormitory facilities within UNCG’s control, unmonitored internet access sites, locations where alcohol is served, fraternities, sororities, Student Recreation Center (see exception below re students taking college courses), Intramurals, club sports, student organizations, Student Activities, Volunteer Service Activities or other campus locations and/or activities that UNCG notifies the principal should not be accessed by High School students. UNCG will use its best efforts to assist the School in compliance with these restrictions, but ultimate responsibility for compliance rests with the School Principal.

High School Students may use the outdoor basketball and/or sand volleyball courts during times that the courts have not been reserved through Campus Recreation. Students are required to keep their UNCG ID card in their possession when using these courts.

b. [x] Subject to the limitations contained in this Agreement, with regard to High School Students enrolled in college courses, UNCG will grant High School Students access to the same campus facilities as it grants to students enrolled in UNCG when necessary to meet college course requirements. (See special rules below with regard to Student Recreation
The Student Recreation Center can be accessed by Students of any age should the student have a college course located in the facility. Under those circumstances, the student can only be in the Student Recreation Center for the time period of the class. The School will provide the Student Recreation Center a list of the student(s) taking a college course whose class is located in the Student Recreation Center with designation of Fall or Spring enrollment and time of class.

c. [x] UNCG will grant GCBOE employees of the School access to the same campus student recreation center, library and dining facilities as it grants to similarly-situated employees of UNCG and under the same fee schedule.

d. [x] UNCG will provide High School Students and GCBOE faculty employed at the School with any identification cards required by UNCG at:
   i. [ ] an additional cost of $________ per identification card to the respective High School Student or GCBOE faculty employed at the School.
   ii. [x] no additional cost to GCBOE, High School Students, or GCBOE faculty employed at the School. Identification card for High School Students must be clearly identified as Middle College and in a color different from the UNCG student identification card.

e. [ ] UNCG will cause students enrolled in the School to be allowed to utilize or participate in any child care facilities or arrangements available to UNCG Students.

f. [x] UNCG will not grant High School Students or GCBOE employees access to Student Health Services except in the event of an emergency medical issue.

6. Food Service Facilities

a. [x] UNCG will grant High Schools Students with the same access to food service facilities on UNCG’s campus as is provided to UNCG Students.

b. [x] UNCG will provide GCBOE with access to facilities for GCBOE to serve High School Students lunch each day that School is in session.
   i. [ ] These facilities are identified as .
   ii. [x] Such facilities will promptly be identified following the execution of this Agreement.
   iii. [ ] Such facilities must include facilities for preparing food.
   iv. [ ] Such facilities may include modular classroom facilities owned and maintained by GCBOE.

c. [ ] The Parties will make good faith efforts to make such food service facilities available for use by the School on or before ________________________

d. [x] During each semester, UNCG will make the food service facilities reasonably available to GCBOE employees at the School consistent the manner in which such facilities are made available to UNCG employees.

e. [ ] The facilities described in this section, other than any modular classroom facilities owned by GCBOE, will be provided by UNCG at:
   i. [ ] an additional cost to GCBOE of $______.
   ii. [ ] no additional cost to GCBOE.
7. **Schedule of Operations.** The School will operate in accordance with:
   a. [ ] the GCBOE school calendar as it is adopted and amended by GCBOE.
   b. [x] the UNCG calendar as it is adopted and amended by UNCG, except to the extent otherwise mutually agreed by the Parties.
   c. [ ] a schedule agreed to by the parties.

8. **Students**
   a. [x] GCBOE will use commercially reasonable best efforts to maintain a student enrollment at the School of approximately 200 students by year four. GCBOE will obtain the Department of Education’s approval to enroll fewer than 100 students, as required by the UNC Board of Governors Policy 400.6.1, par 5.
   
   b. While actively engaged in College Courses, UNCG activities, or moving about UNCG's campus, High School Students will adhere to and be disciplined according to the student code of conduct, and academic integrity code of:
      i. [x] GCBOE.
      ii. [x] UNCG.
      GCBOE will provide UNCG Dean of Students with High School student code of conduct. UNCG Dean of Students will provide GCBOE with UNCG student code of conduct and academic integrity code.
   
   c. [x] While actively engaged in high school courses, high school activities, or moving about facilities of the School, High School Students will adhere to and be disciplined according to the student code and honor code of:
      i. [x] GCBOE.
      ii. [ ] UNCG.
   
   d. [x] For each GCBOE student enrolled at the School, UNCG will assign one UNCG student enrolled at UNCG to serve as a mentor to the GCBOE student.
   
   e. [x] Through a designated and identified liaison, UNCG will, in cooperation with a School counselor, assist GCBOE students enrolled in college courses at UNCG to successfully transition into college level academics and interpersonal dynamics, and will support each such student throughout his/her enrollment in College Courses. The liaison position will be provided and funded by UNCG.
   
   f. [ ] UNCG understands that GCBOE endeavors to allow High School Students to continue their enrollment at the School for up to one (1) year after graduating from high school. For the purposes of this Agreement, any student enrolled at the school after he/she has graduated from high school is included in the definition of High School Students.

9. **College Credit and Degrees**
   a. [x] UNCG will grade and/or evaluate High School Students enrolled in College Courses using the same criteria as that applied to UNCG Students.
   
   b. [x] UNCG will award the same course credit to High School Students enrolled in College Courses as that awarded to UNCG Students.
   
   c. [ ] Should a High School Student earn enough college credit at UNCG to qualify for a degree, UNCG will award the High School Student such degree upon the High School Student's request.
10. Communications

a. **Communications sent to UNCG will be sent to:**

Dr. Tom Martinek  
UNCG/GCS Liaison  
PO Box 26170  
264 HHP Building  
1000 Spring Garden St.  
Greensboro, NC 27402

With copies to:

Steve Serck  
University Counsel  
303 Mossman Building  
1202 Spring Garden St.  
PO Box 26170  
Greensboro, NC 27402-6170

Dr. Linda P. Brady  
Chancellor  
303 Mossman Building  
1202 Spring Garden St.  
PO Box 26170  
Greensboro, NC 27402-6170

Dr. Celia Routh Hooper  
Dean, HHP  
PO Box 26170  
400 HHP Building  
1000 Spring Garden St.  
Greensboro, NC 27402

Bonita Brown  
Chief of Staff  
303 Mossman Building  
1000 Spring Garden St.  
PO Box 26170  
Greensboro, NC 27402-6170

b. **Communications sent to GCBOE will be sent to:**

Angela Polk-Jones  
Principal  
430 HHP  
PO Box 26170  
Greensboro, NC 27402

With copies to:

Dr. Beth Folger  
Chief Academic Officer  
712 N. Eugene St.  
Greensboro, NC 27401
c. [x] Each party will allow the other to use the following in its public relations communications pertaining to the School, subject to reasonable restrictions that may be imposed by written notice to the other party:
   i. [x] the Party's name.
   ii. [x] the Party's logo.
   iii. [x] the Party's trademarks.
   iv. [x] the Party's servicemarks.

11. Insurance
   a. [x] GCBOE will maintain and, upon UNCG's reasonable request, provide documentation for the following insurance with a licensed insurance provider:
      1. [x] General Liability: $1,000,000/occurrence; $2,000,000 aggregate.
      2. [x] Professional Liability: $1,000,000/occurrence; $2,000,000 aggregate.
      3. [x] Workers' Compensation
      4. [x] Property and Casualty
ATTACHMENT B
ADDITIONAL OR MODIFYING PROVISIONS

The following provisions, if any appear, add to, delete, or modify provisions in the Agreement and Attachment A, above.

1. **Monthly Communication**: Representatives of the School and UNCG will communicate monthly to review operational issues associated with the School.

2. **Compliance With Parking and Transportation Rule**: High School Students and GCBOE employees will, within the scope of their roles as High School Students and GCBOE employees and while operating a vehicle on UNCG's campus, adhere to all UNCG parking and transportation rules and regulations.

3. **Mutually Beneficial and Collaborative Activities**: The School’s administrative and teaching staff and UNCG’s administrators, faculty, and other staff will develop mutually beneficial and collaborative activities related to increasing achievement of the High School Students via (a) support for effective teaching and learning strategies and (b) research activities. The School Principal and Instructional Improvement Officer, and the Dean of the School of Health and Human Services at UNCG will jointly approve collaborative efforts to improve teaching and learning, and will propose research activities for approval by GCS Chief for Accountability and Research and UNCG’s appropriate authority for approving research involving human subjects. UNCG will be able to utilize the School as an instructional lab and research site when those activities have been jointly approved. GCBOE will have appropriate access to pedagogical and research expertise available at UNCG associated with the middle college activities.

4. **Identification Cards**: UNCG will provide High School Students and GCBOE employees at the School with initial identification cards at no cost. All subsequent replacement identification cards will be issued at the same cost per card as students enrolled at UNCG.