Memorandum of Understanding

between

The Guilford County Board of Education

and

The University of North Carolina at Greensboro

concerning

The Middle College at
The University of North Carolina at Greensboro

for

July 1, 2017 through June 30, 2018
and up to three (3) additional years
in accordance with the Renewal Terms
This Memorandum of Understanding ("Agreement") is made and is effective as of July 1, 2017 ("Effective Date") by and between The University of North Carolina at Greensboro ("UNCG") and the Guilford County Board of Education ("GCBOE").

PARTIES

UNCG is a statutorily created constituent institution of the University 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;” each maintaining its separate legal identities and programs.

RECITALS

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

WHEREAS, the Parties shall maintain their separate legal identities and programs;

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 three additional terms of one (1) year (each a “Renewal Term”) as provided in Attachment A. The renewal will be memorialized in writing pursuant to §10.7.

1.3 This Agreement supersedes and replaces all previous agreements between the Parties for the establishment and operation of the Middle College, a Cooperative Innovative High School (“CIHS”).

2. OPERATION OF THE SCHOOL

2.1. GCBOE will operate on UNCG’s premises the Middle College as defined above. All federal, state and local laws and requirements applicable to other GCBOE 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, including the process outlined in Attachment C, with respect to complaints and investigation regarding Title IX compliance.

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

2.3 Selection of students shall be made by an admissions committee that includes, but is not limited to, GCBOE officials, UNCG academic affairs officials, UNCG student affairs officials and Middle College officials. Selection shall be based on academic credentials, disciplinary records, potential of successful completion of high school requirements, potential for successful completion of university course requirements and potential for contribution to the intellectual and social strength of the Middle College environment.

2.4 Applicants to the Middle College shall complete an application developed by GCS that meets with the selection criteria for CIHS and the rubric used by GCS for selection to all middle colleges. Additionally, the application shall contain the security questions utilized by UNCG on its application for all enrolled students. The responses to the security questions shall be collected by the Liaison and promptly provided to the UNCG Director of Admissions. The Director of Admissions, in consultation with Student Affairs, the Liaison 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 Middle College. 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 on Extraordinary Admissions, in continued consultation with the Director, the Liaison, and the Principal, shall apply the UNCG Protocol on Extraordinary Admissions located at http://sa.uncg.edu/dean/wp-content/uploads/Extraordinary_Admissions_Protocol.pdf 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 Middle College will comply with all state and local laws, applicable UNCG regulations and applicable UNCG policies (“Rules”). Failure to follow these Rules will subject the individual to the disciplinary procedures of UNCG and may result in dismissal from the Middle College. The GCBOE will adopt any rules necessary to its governance of the Middle College; the parties expressly agree, however, that those rules will not be inconsistent to those in force at UNCG. In addition, Middle College students shall have limited and controlled access to UNCG facilities, including computer labs, provided they are monitored and supervised by GCBOE staff and/or faculty. There will be no access to residence halls, unmonitored internet access sites, any space where alcohol is available or any other location identified by UNCG to be unsuitable for high school students or their programs. Monitoring of the GCBOE student’s compliance with access to UNCG facilities and Internet access shall be the responsibility of the Middle College Faculty and Staff, and to a Middle College liaison to UNCG (“Liaison”), who shall be appointed by UNCG.

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

2.7. Day-to-day management of the Middle College and the decision-making authority with regard to operational issues will be vested in the Principal of the Middle College, subject to the supervision of GCBOE. When such issues directly affect UNCG, the Principal will exercise this management and authority in consultation with the Liaison.
   a) The Principal is the primary administrator of the Middle College and is responsible for the administrative decisions regarding its day-to-day operation. The Principal will be responsible for keeping the GCBOE apprised of the activities of the Middle College as they involve UNCG.
   b) The Liaison shall serve as the Principal’s primary contact with UNCG, coordinating the activities of the Middle College as they involve UNCG.
   c) In addition, the Principal and Liaison will consult with the Middle College Advisory Board, an advisory body for the school regarding both operational and policy issues, whose members are appointed by the UNCG Provost and GCBOE and which is chaired by the UNCG Provost.
2.8. Policy decisions that directly affect UNCG will be made in consultation with UNCG through the Middle College Advisory Board. Policy decisions not directly affecting UNCG with respect to the Middle College will be made by GCBOE.

2.9. GCBOE will provide the high school curriculum for students enrolled at the Middle College (“High School Students”), and will ensure that High School Students have the opportunity to fulfill all academic requirements for graduation from high 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 College 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 High School Student information and records for each High School Student who enrolls in School.

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. However, it is expected that High School Students will be monitored at all times by someone (a teacher from GCS, an employee from GCS, or the MC liaison) from the Middle College or a UNCG faculty member or teaching assistant (when in class). The Middle College will implement a system of monitoring student safety, including student compliance with limitations on access to facilities agreed to in this MOU. The Principal and the Liaison will work collaboratively to make sure students are complying with access restrictions.
   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 a UNCG safety orientation, including disaster preparedness and the online data safety trainings, 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. GCBOE shall be responsible for 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

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a) 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.

b) UNCG will be responsible for the hiring of the UNCG Liaison position, utilizing a search committee of GCS and UNCG advisory board members, and will compensate the employee and provide standard benefits as provided to other UNCG employees.

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

b) 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.

c) 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.

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 Middle College.

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 Middle College.
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 Compliance with UNC Board of Governor’s Policy. The Parties’ relationship will be governed by UNC Policy 400.6.1[R], as that regulation may be from time to time revised and is incorporated herein by reference. The Parties acknowledge that in the event of any conflict between this Agreement and UNC Policy, the terms and provisions of UNC Policy will govern.

10.2 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.

10.3. 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.

10.4. 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 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.

10.5. 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.

10.6. 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.

10.7. 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.

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

10.9 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.

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

10.11 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.

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

10.13 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.

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

10.15 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.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the
Middle College at The University of North Carolina at Greensboro

Memorandum of Understanding

July 1, 2017 - June 30, 2018 and up to three (3) additional years in accordance with the Renewal Terms

University of North Carolina at Greensboro

[SEAL]

By: __________________________________
   Brad Hayes
   Chair, Board of Trustees

DATE: ______________________

By: __________________________________
   Franklin Gilliam
   Chancellor

DATE: ______________________

Guilford County Board of Education

[SEAL]

By: __________________________________
   Alan Duncan
   Chairman, Board of Education

DATE: ______________________

By: __________________________________
   Sharon L. Contreras
   Superintendent

DATE: ______________________

ATTEST:

____________________________________

Name:

____________________________________

Title:

____________________________________

Name:

____________________________________

Title:

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

____________________________________

Name:

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

2. **Term and Renewal**
   
   a. [X] This Agreement is for an Original Term beginning July 1, 2017 through June 30, 2018
   
   b. [X] On or before December 31 of the Original and any Renewal Term, the Parties will discuss cooperatively 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.
   
   c. [X] This Agreement will automatically renew for 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.
   
   d. [X] This Agreement may renew automatically for a maximum of three (3) Renewal Terms following the Original Term.
   
   e. [X] 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. **Tuition and Other Costs**
   
   a. [X] 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. Tuition payment shall not exceed the annual Board of Governors-approved undergraduate resident tuition rate calculated on a per credit hour basis. 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 student safety fee and 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.
   
   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 cannot 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 Middle College on or before August 1, of each year of the Agreement, inclusive of any Renewal Terms.

ii. [ ] For 2017-2018 UNCG will make available to GCBOE adequate space, including:
   1. [ ] access to identified science lab facilities
   2. [ ] 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. UNCG will provide adequate office facilities to the following GCBOE employees at the Middle College (faculty members shall have undesignated work space due to UNCG space limitations):
   1. [X] the Principal;
   2. [X] an Administrative Assistant;
   3. [X] a Counselor;
   4. [X] the following additional staff positions: social worker and career development coordinator, who will share an office space.

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


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c. **Facility Availability, Utilities, and Equipment**

i. UNCG will make classroom and office facilities reasonably available to GCBOE employees from 7:00am to 8:00pm and High School Students at the School from 7:30am to 6:00pm on Monday through Friday of each week during the term of this Agreement. Classroom spaces may be shared between Middle College and UNCG classes after 5 pm as needed, as agreed upon by the Middle College principal and UNCG officials. This includes:
   1. [X] unlocking and disarming all doors and alarms.
   2. [X] providing GCBOE employees of the Middle College 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. 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.

iv. 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.

ii. 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. 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.

iv. UNCG will provide Middle College Students with parking options consistent with those offered to UNCG students at:
   1. [X] an additional cost to respective Middle College Students.
   2. [ ] no additional cost to GCBOE or Middle College Students.

5. **Campus Facilities**

a. [X] Middle College Students shall not have access to residential or dormitory facilities within UNCG’s control (except for classroom use), unmonitored internet access sites, locations where alcohol is served, fraternities, sororities, the Leonard J. Kaplan Center for
Recreation and Wellness (see exception below regarding students taking college courses),
direct participation in UNCG Intramurals, club sports, student organizations, Student
Activities, Volunteer Service Activities or other campus locations and/or activities unless
such access and activities are sanctions and approved by the Middle College and UNCG,
along with the UNCG groups providing those opportunities. UNCG will use its best efforts
to assist the School in compliance with these restrictions, but ultimate responsibility for
compliance rests with the Middle College Principal.

b. [X] Subject to the limitations contained in this Agreement, with regard to Middle College
Students enrolled in college courses, UNCG will grant Middle College Students access to
the same campus facilities as it grants to students enrolled in UNCG when necessary to
meet college course requirements. (See special provisions below with regard to The
Leonard J. Kaplan Center for Recreation and Wellness).
   i. [ X ] Middle College Students may use the outdoor basketball and/or sand volleyball
courts under supervision of Middle College personnel 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.
   ii. [X] The Leonard J. Kaplan Center for Recreation and Wellness (“Kaplan 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 Kaplan Center for the
time period of the class. The Middle College will provide the Kaplan Center a list of the
student(s) taking a college course whose class is located in the Kaplan Center with
designation of Fall or Spring enrollment and time of class.

c. [X] UNCG will grant GCBOE employees of the School the same access to the Kaplan
Center, the library and the dining facilities as it grants to similarly-situated employees of
UNCG and under the same fee schedule.

d. [ X] UNCG will provide Middle College 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 Middle
College or GCBOE faculty employed at the School.
   ii. [X] no additional cost to GCBOE, Middle College Students, or GCBOE faculty
employed at the School. Identification cards for Middle College Students must be
clearly identified as UNCG Middle College and different from the UNCG student
identification card

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

f. [ ] UNCG will not grant Middle College 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 Middle College Students with the same access to food service
facilities on UNCG's campus as is provided to UNCG Students. (Currently, GCS provides breakfast and lunch to Middle College students and only seniors can eat lunch in EUC.)

b. [X] UNCG will provide GCBOE with access to facilities for GCBOE to serve Middle College Students lunch each day that School is in session.
   i. [X] These facilities are identified as Coleman Building Atrium.
   ii. [ ] 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 Middle College will operate in accordance with:
   a. [ ] the GCBOE school calendar as it is adopted and amended by GCBOE.
   b. [X] the UNCG calendar, as amended by UNCG, it is adopted for the Middle College.
   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.

   b. While actively engaged in College Courses, UNCG activities, or moving about UNCG's campus, Middle College Students will adhere to and be disciplined according to the Student Code of Conduct:
      i. [ ] GCBOE.
      ii. [X] UNCG. As outlined in the UNCG Student Code of Conduct, UNCG reserves the right to place High School Students on an interim suspension from UNCG’s campus and facilities, if recommend by the UNCG’s Behavioral Assessment Team (BAT). In the event of a conflict between the UNCG Code of Student Conduct and the GCBOE Code of Conduct, the UNCG Student Code will prevail.

      The UNCG Student Code of Conduct is available at: http://sa.uncg.edu/handbook/student-code-of-conduct/ GCBOE and the Principal will ensure that UNCG’s BAT and the Liaison have an updated copy of the GCBOE Code of Conduct at the beginning of each school year.
c. While actively engaged in high school courses, Middle College Students will adhere to and be disciplined according to the honor code of:
   i. [X] GCBOE.
   ii. [ ] UNCG.

d. While actively engaged in College Courses, Middle College Students will adhere to and be disciplined according to the Academic Integrity Policy of:
   i. [ ] GCBOE.
   ii. [X] UNCG.

   The UNCG Academic Integrity Policy is available at: http://sa.uncg.edu/handbook/academic-integrity-policy/

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 Middle College 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 Middle College Students.

9. College Credit and Degrees

a. [X] UNCG will grade and/or evaluate Middle College 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 Middle College Students enrolled in College Courses as that awarded to UNCG Students.

c. [ ] Should a Middle College Student earn enough college credit at UNCG to qualify for a degree, UNCG will award the Middle College Student such degree upon the Middle College Student's request.

10. Communications

a. Communications sent to UNCG will be sent to:

   Timothy Sands
   Liaison, Middle College at UNCG
   244 School of Education Building
   PO Box 26170
   Greensboro, NC  27402

b. Communications sent to GCBOE will be sent to:

Middle College at The University of North Carolina at Greensboro
Attachment A
July 1, 2017-June 30, 2018 and up to three (3) additional years in accordance with the Renewal Terms
Angela Polk-Jones
Principal
430 Coleman Bldg.
PO Box 26170
Greensboro, NC  27402

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:
      i. [X] General Liability: $1,000,000/occurrence; $2,000,000 aggregate.
      ii. [X] Professional Liability: $1,000,000/occurrence; $2,000,000 aggregate.
      iii. [X] Workers’ Compensation
      iv. [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. Regular Communication: Representatives of the Middle College School and UNCG will communicate monthly during the academic year to review operational issues associated with the Middle College. During the academic year, Middle College Advisory Board meetings will be held at least two times per semester, led by the representative from the Provost’s office.

2. Compliance with Parking and Transportation Rules: Middle College Students and GCBOE employees will, within the scope of their roles as Middle College 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 the Middle College Liaison will jointly approve collaborative efforts to improve teaching and learning, developing & facilitating university partnerships, coordinating and providing professional development for Middle College faculty and staff. They will propose and coordinate research activities for approval by GCS Superintendent or Designee and UNCG’s appropriate authority for approving research involving human subjects. Such approval will require the parties to follow the applicable protocols and obtain the appropriate consents with respect to obtaining and sharing information, including confidential student data. UNCG will be able to utilize the Middle College 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 Middle College 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.
ATTACHMENT C
TITLE IX COMPLIANCE

As institutions which receive federal funding, the Parties are responsible for complying with Title IX and its regulations. This Attachment helps formalize the commitment of the Parties to work towards a learning and working environment free from acts of sexual harassment and discrimination.

1. UNCG’s Policy on Sexual and Gender-Based Harassment, Sex Discrimination, and Other Forms of Interpersonal Violence (hereinafter, “Policy”) prohibits acts of Sexual Assault, Sexual Exploitation, Intimate Partner Violence, Stalking, Sexual or Gender-Based Harassment, Complicity in the commission of any act prohibited by the Policy, and Retaliation (hereinafter, “Prohibited Conduct”) against a person for the good faith reporting of any of these forms of conduct or participation in any review or proceeding under the Policy.

2. If a member (student, faculty, staff, or visitor) of the Middle College is involved in an incident of Prohibited Conduct with a fellow member (student, faculty, staff, or visitor) of the Middle College, GCBOE will handle the response in accordance with the policies and procedures identified by GCBOE.

3. If a member (student, faculty, staff, or visitor) of UNCG Middle College is involved in an incident of Prohibited Conduct with a member (student, faculty, staff, or visitor) of the UNCG, UNCG will handle the investigation in accordance with the procedures identified under the Policy.

4. If an incident of Prohibited Conduct occurs on University-owned property and involves member(s) of the Middle College, regardless of whether the investigation is handled in accordance with UNCG or GCBOE Policy, UNCG will work with GCBOE and the Middle College to insure that a hostile environment does not exist.

5. If there is a question as to the predominant role of the parties between UNCG and GCBOE, UNCG’s Title IX Coordinator, in consultation with other members of UNCG and the GCBOE and Middle College administration, will determine which of the policies and procedures applies based on facts and circumstances.