Valdosta City Schools
P.O. Box 5407
Valdosta, Georgia 31603
Sam Allen, Superintendent

Board of Education
Mr. Ricky Rowe - Chairman
Mr. Warren Lee – Vice Chairman
Mrs. Jeana Beeland
Ms. Annie Fisher
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Mr. Bill Love
Dr. Mike Pitts
Mrs. Betty Rogers
Mr. Trey Sherwood

September 26, 2007

Dawn Cooper
Director, Early College Initiative
Board of Regents of the University System of Georgia
270 Washington Street, SW
Atlanta, Georgia 30334

Dear Dawn:
This letter of intent is to affirm our commitment within the Valdosta City School District to an Early College Partnership with Valdosta State University. We are excited about the possibilities this brings for our students, teachers, and community. Toward that end, we intend to implement all of the conditions described below:

- Collaborate with Valdosta State University to establish an autonomous school no later than Fall 2008 with its own principal, staff, budget, and facility.
- Recruit an advisory group of key stakeholders (University, School System, Community Partners, Business Partners, etc.).
- Prioritize student recruitment and selection to focus on the Early College target population, including first-generation college-goers, low-income students, and students of color with a focus on African American and Hispanic males.
- Enroll no more than 400 students or 55 per grade in a 4-12 school model.
- Commit funding necessary to sustain the school through the district per student allocation and other sources to be identified.
- Align curriculum to include both high school and college requirements and provide assurance that all students in the school will have the opportunity to earn up to 60 transferable college credits or an Associate's degree at no cost to the students/families.
- Complete a signed Memorandum of Understanding by no later than October 15, 2007.

If you have any questions or concerns, please contact my office at 229-333-8500. We look forward to working with you.

Sincerely,

Sam Allen, Superintendent

Cc: Sara Connor, Early College P-16 Office Board of Regents
Ronald M. Zaccari, Valdosta State University
Philip L. Gunter, College of Education
Brian Gerber, College of Education

ORIGINAL

AGREEMENT
BY AND BETWEEN THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
AND
VALDOSTA STATE UNIVERSITY
(Non-Grant Funded)

THIS AGREEMENT is made and entered into this 1st day of January, 2008, by and between the Board of Regents of the University System of Georgia (the "BOR"), and Valdosta State University ("Institution").

WHEREAS, the BOR is a constitutionally created body empowered to govern, manage, operate, and control the thirty-five (35) publicly supported institutions of higher education in the State of Georgia; and

WHEREAS, the BOR has created a Pre-School-College (P-16) Department to serve as the outreach arm of the University System Office of the BOR to other state education agencies, the Governor's Office, P-12 schools, University System of Georgia institutions, and business partners in collaborative efforts to influence improvements in education for Georgia's students, pre-school through college, with the two following objectives:

- To promote high school graduation, college readiness, college transition, and college success; and
- To promote continuous improvement in P-12 teacher, leader, and counselor recruitment, preparation, transition, development, and success; and

WHEREAS, the BOR has developed the Early College Initiative as a new model that blends high school and the first two years of college for the purpose of finding more successful ways to educate young people through high school and the completion o some form of post-secondary education, so that more will be prepared to contribute to the knowledge-based economy and attain a higher quality of life; and

WHEREAS, Institution has agreed to establish an Early College site together with the Valdosta City Schools in Valdosta, Georgia; and

WHEREAS, the BOR has agreed to provide up to the sum if $150,000 to Institution to assist it in developing the Early College site in Valdosta, Georgia; and

WHEREAS, the BOR and Institution desire to enter into this Agreement to set out their respective rights and obligations;

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

I.

The BOR agrees to perform the services and/or obligations set forth on Exhibit A, which is attached hereto and incorporated herein by reference.

II.

Institution agrees to perform the services and/or obligations set forth on Exhibit B, which is attached hereto and incorporated herein by reference.

III.

The term of this Agreement shall commence January 1, 2008 and end June 30, 2008. The BOR shall have the option to renew the term of this Agreement for up to two (2) additional terms of one (1) year each commencing July 1st and ending June 30th. The term of this Agreement shall not be extended past June 30, 2010.

IV.

Notwithstanding any other provision of this Agreement, the parties hereto acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the state. In the event that the source of payment for this Agreement no longer exists or is insufficient with respect to the services to be provided under this Agreement, in the sole discretion of the BOR, then this Agreement shall terminate without further obligation of the BOR as of that moment. The certification by the BOR of the events stated above shall be conclusive.

V.

Institution shall comply with all applicable federal and state laws, rules, and regulations, including but not limited to all purchasing laws, rules, and regulations of the State of Georgia, in performing its duties under this Agreement. Institution acknowledges that the funds provided by the BOR under this Agreement are state funds and not grant funds.

VI.

A. Time is of the essence of this Agreement.
B. This Agreement contains the entire understanding between the parties concerning its subject matter.
C. Institution may not assign or subcontract the services set forth herein without the express written consent of the BOR.
D. This Agreement may not be modified at anytime by mutual consent of the parties hereto.

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

BOR:

Board of Regents of the University System of Georgia

By: Robert E. Watts
Robert E. Watts
Chief Operating Officer

Institution:

Valdosta State University

By: Ronald M Zaccari

Name: RONALD M. ZACCARI

Title: PRESIDENT

Exhibit A

During the initial term of this Agreement, the BOR shall provide the sum $150,000 to Institution to be used by Institution in establishing and operating an Early College Initiative site in Valdosta, Georgia.

Should the BOR elect to renew the term of this Agreement for FY 2009 (July 1, 2008 to June 30, 2009), the BOR will provide Institution the additional sum of $125,000 for use by Institution in operating the Early College Initiative site in Valdosta, Georgia. Such amount will be paid by the BOR in August 2008 pending budget approval.

Should the BOR elect to renew the term of this Agreement for FY 2010 (July 1, 2009 to June 30, 2010), the BOR will provide Institution the additional sum of $125,000 for use by Institution in operating the Early College Initiative site in Valdosta, Georgia. Such amount will be paid by the BOR in August 2009 pending budget approval.

Exhibit B

Institution shall do or cause to be done all items necessary to establish and operate an Early College Initiative site in Valdosta, Georgia during the term of this Agreement in accordance with the guidelines and policies of the BOR. Specifically, Institution agrees to:

- Participate fully in all local, state, and national evaluations, including but not limited to, providing samples of student work and teacher assignments (with appropriate protections and assurances to the students and teachers of the Early College Initiative.
- Hire an Early College Instructional Leader or Principal to lead the planning and implementation process.
- Open the Early College Initiative site in Fall of 2008.
- Enter into appropriate agreements with Valdosta City Schools.
- Participate in professional development training, coaching, workshops, and conferences provided by the BOR.
- Maintain adequate student records, make those records available to the BOR, permit the BOR to conduct routine site visits to observe Institution's Early College classrooms and administrative functions, and hold discussions with Early College personnel.
- Establish an Early College website, which includes a link to the website for the BOR.
- Notify the BOR in advance of all press releases generated by Institution relating to the Early College Initiative and submit all such press releases to the BOR, for approval, at least 48 hours in advance of the release date.
- Maintain adequate books, records, documents, and other evidence pertaining to the costs and expenses related to the funds provided by the BOR under this Agreement (the "Records") to the extent and in such detail as will properly reflect all expenditures made from such funds. Institution will make available at all reasonable times during the period of this Agreement and for five (5) years thereafter any of the Records for inspection or audit by any authorized representative of the BOR.
- Submit a budget for the establishment and operation of the Early College Initiative site at in Valdosta, Georgia to the BOR for its approval and update such budget on a quarterly basis.
- Use the funds provided by the BOR only for expenses allowed under Georgia law.
- Notify the BOR immediately of any leadership changes in Institution's Early College program.

Memorandum of Understanding

Early College School

The Board of Regents of the University System of Georgia, by and on behalf of **Valdosta State University** (herein after called "Valdosta State University") and **Valdosta City Schools Board of Education** (herein called the "School District") enter the following contract and for the terms of which WITNESS THE FOLLOWING:

WHEREAS the parties to the Memorandum of Understanding desire to establish an Early College School, serving grades 6-12, and provide Concurrent Enrollment for Academic Dual Credit Valdosta State University courses for high school students for whom a smooth transition into postsecondary education is now problematic, including low income students, students who are highly motivated but have not received the academic preparation necessary to meet high school standards, students who are English language learners, students whose family obligations keep them at home, and students for whom the cost of college is prohibitive; and

WHEREAS Early College Schools are small schools with enrollments of 400 or fewer students who earn both a high school diploma and up to two years of college credit toward a Bachelor's degree; and

WHEREAS Early College schools prepare students for successful careers and educational futures through a full integration of high school, college, and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates; and

WHEREAS Valdosta State University and the School District are desirous of establishing an Early College; and

WHEREAS neither party intends for this Memorandum of Understanding to alter in any way their respective legal rights, or their legal obligations to any third party

NOW THEREFORE, the parties to this Memorandum of Understanding mutually agree as follows:

1. GOVERNANCE: The Early College School established under this agreement will be governed by the School District and Valdosta State University and subject to district, state, and federal policies and requirements. The chief administrative officer of the Early College School will report to the School District superintendent and the Dean of the Dewar College of Education at Valdosta State University. An advisory committee comprising representatives of the School District, Valdosta State University, and the community will meet monthly to evaluate instructional and programmatic activities, identify issues and challenges that arise, and make recommendations regarding more effective coordination and collaboration.

2. PROVISION OF COURSES: Valdosta State University will provide credit for courses for which Course Articulation Agreements have been approved and such courses shall have been evaluated and approved through the official Valdosta State University curriculum approval process, and shall be at a higher level than taught by the high school.

3. COURSE COMPLIANCE: Valdosta State University will be responsible for involving full-time faculty teaching in the discipline in overseeing Valdosta State University course selection and implementation in the high schools to ensure that course goals and standards are understood, that course guidelines are followed, and that the same standards of expectation and assessment are applied in all venues where Valdosta State University offers courses. Valdosta State University will designate staff personnel to monitor the quality of instruction and teacher credentials in order to assure compliance with the Course Articulation Agreement and the standards established by the State, applicable Accrediting Body, Valdosta State University, and the School District.

4. INSTRUCTORS: All instructors must meet the University's academic requirements. Instructors provided by the School District will be designated as Valdosta State University Adjunct faculty. Valdosta State University will provide an instructor for the Academic Dual Credit course conducted on Valdosta State University's campus, and the School District will provide an instructor for the Academic Dual Credit course conducted in the high school. Valdosta State University will pay the salary of instructors who teach a campus course. The School District will pay the salary of the instructors who teach in the high school.

5. FACILITIES: Courses will be conducted at facilities provided by the School District and at the campus of Valdosta State University. The parties agree and understand that this agreement contemplates that only 6th grades will be served during the first year (2008-2009) and will be housed at Valdosta State University as more fully set forth in Memorandum of Understanding for Use of Facilities attached hereto as Attachment A, which is fully incorporated by reference. The School District will provide use of the vacated SL Mason School to permanently house Early College beginning fall 2009. Appropriate upkeep and modifications to the buildings and classrooms will be the responsibility of the School District. Dual enrollment high school students and high school instructors will have access to instructional and non-instructional resources available on the campus of Valdosta State University. Students and instructors will receive a campus identification card. Middle school students will have access to appropriate resources including an identification card, library resources, supervised use of technology labs, and campus events. The School District will provide breakfast and lunch to be served at Valdosta State University to students who qualify.

6. TUITION AND FEES: The students will pay for college classes through HOPE, ACCEL, or other mechanisms as approved by the Department of Education, but students will be exempt from additional mandatory fees. The University, based on the

Course Articulation Agreement, will use the mechanisms currently in place for ACCEL and HOPE students who are enrolled for dual credit courses.

7. BOOKS AND SUPPLEMENTAL MATERIALS: Valdosta State University approved textbooks, syllabi, and course outlines, applicable to the courses when taught at Valdosta State University campus or other instructional venues shall apply to the courses, and all students in the courses, when offered under the provisions of this agreement. All textbooks and supplemental materials required for classes, as determined by the Course Articulation Agreement, will be the responsibility of the School District within the FTE spending limits provided to all School District students. Valdosta State University approved textbooks purchased by the School District may be used for at least 5 years from the date of purchase.

8. ENROLLMENT: Upon mutual agreement, Valdosta State University will provide academic advice at the School District one (1) time per semester for all students who are qualified and wish to enroll in academic dual credit courses.

9. INSTRUCTIONAL CALENDAR: For Valdosta State University credit courses taken for credit in the high school, the instructional calendar to be used is that of the participating School District. For Valdosta State University courses taken for credit on Valdosta State University's campus, Valdosta State University's instructional calendar is to be used.

10. CONDUCT: Early College students are required to adhere to Valdosta State University regulations regarding facilities and equipment usage, and Valdosta State University and School District codes of conduct, subject to appropriate action taken by the School District and Valdosta State University.

11. SAFETY: If any student, instructor, or administrator should experience an accident or sudden illness while on the premises of Valdosta State University, the response to such incidents will be based upon operating Valdosta State University regulations, guidelines, and procedures.

12. LIABILITY: To the extent authorized by law, in consideration of mutual responsibility for this agreement, each party does hereby agree to be responsible for any acts or omissions of the said party, its agents, servants, or employees, in the performance of this MOU.

13. RENEWAL AND TERMINATION OF AGREEMENT: This MOU may be amended by mutual written agreement of both parties. The MOU will be in force for one (1) year following signing and is renewable based on the consent of the signatory parties. Valdosta State University and School District reserve the right to terminate this MOU upon service of written notice to the other party 90 days prior to the date of termination. In this event, the date of termination will be the day after the end of the semester during which the 90 day period expires.

IN WITNESS THEREOF, the parties have duly approved THIS AGREEMENT, EXECUTED IN TWO original counterparts on this _____date of _____ month in the year_____.

"VALDOSTA STATE UNIVERSITY"

By: _____
Dr. Ronald Zaccari, University President

By:_____
Dr. Louis Levy, Vice President of Academic Affairs

SCHOOL DISTRICT

By: _____
School District Superintendent

Attachment A

Memorandum of Understanding
Use of Facilities
Early College

Part One: Physical Space

I. CLASSROOMS

6th graders enrolled in two classes of approximately 18 students each, will be housed in the following classrooms: Suitable classrooms located in Valdosta State University's Dewar College of Education.

II. COMMON AREAS

A. The Early College will have use of any common areas, such as: food courts and front lawn. Sixth (6th) graders will be supervised in their use of all facilities by Early College staff.

B. The Parties will adjust the schedule for the specific use of the common areas during regular meetings, and as needed, by agreed upon procedures.

C. A central schedule detailing the specific use of the common areas for each month will be agreed to and kept by the Valdosta State University's Dewar College of Education Dean's Office with access available to the Early College Secretary and Principal. Reserving space will be worked out in space allocation meetings each year.

D. Students will have supervised access to Whitehead and Sawyer Auditoriums through regular scheduling procedures. Other than mandated events, the auditoriums may be scheduled for academic purposes through a reservation system. The space is available for regular or special occasions.

E. Students will have appropriate identification.

III. ENTRANCES, EXITS AND TRANSPORTATION

A. Early College students will enter and exit from the Valdosta State University's Dewar College of Education back entrance from the Oak Street parking lot.

B. The principal will use an office in Valdosta State University's Dewar College of Education, the secretary will be located in the Dean's Office of the Valdosta State University's Dewar College of Education, and the faculty will use shared office space in the Valdosta State University's Dewar College of Education.

C. The faculty will use a designated area in Valdosta State University's Dewar College of Education as the teachers' work area along with the shared office.

D. Transportation to and from the Early College at Valdosta State University's Dewar College of Education will be provided by the School District.

Part Two: Physical Space

PHYSICAL PLANT

A. Valdosta State University will open the building each weekday morning.
B. Valdosta State University will close the building each weekday evening.
C. Early College faculty will be in charge of turning on and off the lights.
D. Valdosta State University will be in charge of the HVAC system.

II. ENGINEER AND STAFF

A. The principal will monitor and communicate with the engineer and staff through the Valdosta State University's Dewar College of Education Dean's Office.

III. CUSTODIAL STAFF

A. Valdosta State University will provide the custodial staff for the campus classrooms and offices provided to Early College.

IV. SECURITY

A. Early College faculty will have building and office keys to the Early College facilities.

B. Security staff will be maintained and supervised by Valdosta State University.

V. OTHER

A. Testing will be held with the support of the School District, under the supervision of the Early College Principal and administered by Early College faculty in compliance with School District procedures and policies.

B. Valdosta State University will be the fiscal agent for the Board of Regents grant and will provide support for the position of Principal for the first two years.

C. Valdosta State University will provide classes for the School District's summer school allotments, when needed, and will be shared on a per pupil basis by the School District. The School District will reimburse Valdosta State University for all summer school expenses. Additional School District grant monies, if available, will be provided to Valdosta State University for summer school sessions.

D. The School District and Valdosta State University will collaborate on: seeking external funding as appropriate for Early College; seeking a permanent location for the Early College; professional development including Early College and district faculty; other activities and initiatives, as appropriate, to support Early College and the partnership.

"VALDOSTA STATE UNIVERSITY"

By: _____
Dr. Ronald Zaccari, University President

Date:_____

By:_____
Dr. Louis Levy, Vice President of Academic Affairs

Date:_____

SCHOOL DISTRICT

By:_____
School District Superintendent

Date:_____