

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
EFFINGHAM COUNTY BOARD OF EDUCATION  
AND THE  
EFFINGHAM COLLEGE AND CAREER ACADEMY  
BOARD OF DIRECTORS  
REGARDING THE OPERATION OF THE  
EFFINGHAM COLLEGE AND CAREER ACADEMY**

This **MEMORANDUM OF UNDERSTANDING**, (hereinafter “MOU”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, between the **EFFINGHAM COUNTY BOARD OF EDUCATION** (hereinafter “ECBOE”) and the **EFFINGHAM COLLEGE AND CAREER ACADEMY BOARD OF DIRECTORS**.

**WHEREAS**, the parties have participated in the renewal of a charter to establish and operate the Effingham College and Career Academy (ECCA), a charter school with a focus toward integrating academics and advanced career and technical education programs in the school district served by the party, and

**WHEREAS**, the parties have the authority to enter into this agreement, and

**WHEREAS**, the parties are committed to making the ECCA a successful college and career academy adhering to all goals, measurements, and commitments outlined in the renewal charter,

**THEREFORE, IN FURTHERANCE OF THIS MUTUAL GOAL**, the parties hereto understand and agree to the provisions as set forth below:

### Management

A Chief Executive Officer (CEO) will manage the affairs of the nonprofit organization, Effingham College and Career Academy, which include running the charter school.

As stated in the charter renewal, ECCA will be under the control and management of the Effingham County Board of Education. Nothing in this MOU shall be interpreted to alter language or commitments already approved by public votes of the Effingham County Board of Education in the renewal charter. Any perceived conflicts with the charter or with charter school law will be resolved in favor of the charter and the law.

### Fiscal Agent

The facility or facilities, as described in the charter renewal, and as improved over time will be owned and operated by the Effingham County Board of Education for the use of ECCA, and space will be made available to ECCA at no charge. However, costs related to renovation, maintenance, equipment, and furnishings may be negotiated and shared by ECBOE and ECCA under the oversight of the ECCA Board of Directors. The CEO of ECCA, who is directly accountable to the Board of Directors, will manage all such arrangements, discussions, and negotiations as appropriate.

### Funding

The ECBOE will be the primary funding source for ECCA through the utilization of federal, state, and local revenue sources. The ECBOE will provide funding for all secondary staff, curriculum and instructional resources, and other operational costs. The ECCA Board of

Directors will work through the 501(c)(3) Status to raise designated funds for ECCA use and will manage those funds in accordance with ECBOE fiscal controls, regulations, and accountability.

### Property

Equipment and furnishings will continue to be owned, maintained, and insured by any party that provides it to ECCA for use under the charter's provisions.

### Technology Support

Technology support, internet connections, and networking for ECCA will be provided by the ECBOE. All computer usage will comply with the acceptable use policy of the ECBOE, and all users may be required to sign that policy prior to being granted access to computers and networks at ECCA. The CEO may negotiate and recommend cost-sharing and/or reimbursements to the ECBOE should the need arise.

### Transportation

The CEO of ECCA will recommend to the parties a transportation plan to meet the needs of students wanting to participate in ECCA and the ability of the ECBOE to provide transportation services from each public high school in Effingham County. These transportation services will then be provided for by the ECBOE and will be made available to all public high school students in Effingham County. This plan will be incorporated into the Effingham County Schools transportation plan and will be at no cost to ECCA.

### Food Service

Effingham County School System shall provide food service at the students' base high schools.

### Classroom Instruction and Scheduling

The CEO will work in partnership with all public high schools and appropriate Central Office leadership in Effingham County and the nonprofit to develop a master scheduling plan that protects the integrity of the instructional time but allows for the necessary flexibility to meet the needs of students interested in participating in ECCA. Students will be able to participate in all coursework, where practical, including Advanced Placement and honors courses, while attending ECCA. Because ECCA is a shared-time facility, students will participate in all athletics, band, and other extracurricular activities through their base school; however, Career Technical Student Organizations and other extracurricular activities not available to students in their base school may be provided through ECCA.

### Defining Need and Developing Relevant Curriculum

The ECCA Board of Directors will assist ECCA in defining current and future workforce needs of Effingham County. These needs will then be utilized to adjust the instructional program at ECCA with the assistance of the nonprofit, the CEO of the nonprofit, and ECBOE personnel. ECBOE personnel will coordinate efforts with the Georgia Department of Education in approving any innovative curriculum that meets a specific Effingham County workforce need but that is not currently recognized as a state Department Of Education course of study.

### Grievances and Complaints

The CEO will be responsible for resolving grievances and conflicts or complaints from students, parents, and staff following the policy and procedures that will be adopted by the ECCA Board of Directors, which will be consistent with the policies and procedures for the ECBOE, to ensure

that such matters are handled in a timely and appropriate manner, and to ensure the provisions of all applicable legal requirements.

Conflict Resolution

The CEO and ECCA Board of Directors will ensure frequent, timely, and thorough communication with the ECBOE. Any conflicts that may arise will be handled in a professional manner with the best interests of students utilized as the guiding principle. In the event that the parties disagree, the parties will pursue a resolution that considers that the ECBOE retains control and management over the ECCA Board of Directors and ECCA; however, ECBOE will also consider the spirit of the partnership. The CEO will attempt to negotiate a solution to any and all conflicts between the Effingham County Schools, post-secondary partners, and/or ECCA. In the event that the CEO must recuse him/herself from these negotiations, or is otherwise unable to resolve the conflict, the nonprofit will conduct negotiations. The resolution of the conflict will ensure that the mission of ECCA is not compromised, nor any of the parties are unable to operate according to legal obligations or the individual policies of any party.

This **MEMORANDUM OF UNDERSTANDING** may be executed in counterparts, each of which will be deemed an original of equal dignity with the other and one and the same instrument as the other.

**IN WITNESS WHEREOF:**

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Mr. Rick Lott  
Chairman, Board of Directors  
Effingham College and Career Academy

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Mr. Lamar Allen  
Chairman,  
Effingham County  
Board of Education