

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
GEORGIA HIGHLANDS COLLEGE  
AND  
FLOYD COUNTY SCHOOLS COLLEGE & CAREER ACADEMY  
FOR  
DUAL ENROLLMENT OFFERINGS AT THE FLOYD COUNTY SCHOOLS COLLEGE & CAREER ACADEMY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "Agreement") is effective the 1st day of January 2017, is made and entered into by and between Georgia Highlands College (hereinafter "GHC") and the Floyd County Schools College & Career Academy through the end of the Spring 2017 term.

**WHEREAS**, GHC is a state college of the University System of Georgia, whose mission is to provide access to excellent educational opportunities for the intellectual, cultural and physical development of a diverse population through pre-baccalaureate associate degree transfer programs, career associate degree programs, and targeted baccalaureate degree programs that meet the economic development needs of the region; and

**WHEREAS**, Floyd County Schools College & Career Academy, is a Georgia school system whose mission is destination graduation for every child; and

**WHEREAS**, all parties wish to promote dual enrollment opportunities and develop new pathways for secondary students to gain college credit;

**IN FURTHERANCE OF THE MUTUAL GOALS**, the parties hereto understand and agree to the provisions set forth below:

**Georgia Highlands College (GHC) will:**

- Hire qualified instructors for each course.
- Provide required materials/syllabus for each course taught.
- Provide overall classroom/instructional evaluation.
- Provide opportunities to complete orientation and required staff development activities.
- Provide college textbooks and course materials prior to the start of classes.

**Floyd County School College & Career Academy will:**

- Provide an effective learning environment and classroom space and appropriate equipment.
- Help identify qualified instructors to apply to GHC to teach courses taught at the Floyd County Schools College & Career Academy.
- Ensure each course has at least 10 qualified students enrolled.
- Ensure that no student is placed in the dual enrollment class unless identified as "Program Ready" by the GHC enrollment staff.

**Instructor will:**

- Provide professional instruction based on GHC expectations and course syllabus guidelines outline online in **Section 4: Academic Affairs Guidelines** found online at <http://www.highlands.edu/site/policy-and-procedure-manual#section3> .
- Provide opportunities for individual academic assistance to students.
- Maintain class attendance, evaluation records, and required classroom instructional hours.
- Insure that desired course outcomes meet the stated objectives.
- Provide student safety orientation and, as applicable, direction on the use of protective devices and equipment.
- Follow GHC and University System of Georgia policies and procedures.
- Participate in required orientation and required/approved staff development activities.
- Represent GHC and the Floyd County Schools College & Career Academy in a professional manner.
- Promptly inform the appropriate GHC Academic Dean (Addendum B) of problems or concerns that may arise.
- Prepare and submit student course grades to the GHC Office of the Registrar by the published deadline of May 10 at noon.

AGREED TO BY:

\_\_\_\_\_  
 Dr. Eric Waters, CEO

Date: \_\_\_\_\_

\_\_\_\_\_  
 Dr. Donald Green, President

Date: \_\_\_\_\_

**Addendum A**

**Fall 2016 Course Offerings for Floyd County Schools College & Career Academy**

<b>SUBJECT</b>	<b>TITLE</b>	<b>DAYS</b>	<b>TIME</b>	<b>INSTRUCTOR'S NAME</b>
Biol. 2108	Principles of Biology II	TBD		Robina Gallagher
Biol. 2108	Principles of Biology II	TBD		Robina Gallagher

**Addendum B**  
**Georgia Highlands College**  
**List of MOWR Contacts**

**Academic Affairs**

Dr. Renva Watterson	VP for Academic Affairs	<a href="mailto:rwatters@highlands.edu">rwatters@highlands.edu</a>	706.295.6331
Dr. Greg Ford	Academic Dean of Science	<a href="mailto:gford@highlands.edu">gford@highlands.edu</a>	706.295.6306

**Student Affairs**

Dr. Todd Jones	VP for Student Affairs	<a href="mailto:tjones@highlands.edu">tjones@highlands.edu</a>	706.295.6335
Clay Shiflett	Admissions Counselor	<a href="mailto:cshiflet@highlands.edu">cshiflet@highlands.edu</a>	706.204.2281

**MEMORANDUM OF AGREEMENT**  
**BY AND AMONG GEORGIA NORTHWESTERN TECHNICAL COLLEGE**  
**and**  
**FLOYD COUNTY SCHOOL SYSTEM**  
**FLOYD COUNTY COLLEGE AND CAREER ACADEMY**

THIS MEMORANDUM OF AGREEMENT, effective this 1<sup>st</sup> day of August, 2019, is made and entered into by and between Georgia Northwestern Technical College (hereinafter "GNTC") and the Floyd County School System.

**WHEREAS**, GNTC is a postsecondary technical college whose mission is to provide accessible, high quality technical education and workforce development opportunities that lead to careers in technology, business, health, and public services; and

**WHEREAS**, Floyd County School System is a Georgia school system whose mission is to instill within students the desire to learn, to graduate from high school, and to become productive citizens; and

**WHEREAS**, all parties wish to promote dual enrollment programs and develop new pathways for secondary students to gain college credit;

**IN FURTHERANCE OF THE MUTUAL GOALS**, the parties hereto understand and agree to the provisions set forth below:

**Georgia Northwestern Technical College (GNTC) will:**

- Provide an effective learning environment and appropriate equipment
- Provide required materials/syllabus for each course taught
- Provide overall classroom/instructional evaluation
- Provide recordkeeping as required for appropriate student transcripts
- Provide opportunities to complete orientation and required staff development activities
- Reimburse Floyd County School System for **2 courses (4 credit hours each)** taught by the instructor at a rate of **\$2784 per course** for a total of **\$5,568.00**.

**Floyd County School System will:**

- Provide an instructor, **Carter Woodall**, to teach the following: **1** class of WELD 1000 (Introduction to Welding Technology), **CRN 23724** – Monday through Friday from 8:35 am until 11:15 am; and **1** class of WELD 1000 (Introduction to Welding Technology), **CRN 23725** – Monday through Friday from 11:50 am until 2:30 pm at **Floyd County College and Career Academy**. These classes will begin on **August 1, 2019** and go through **December 20, 2019**.
- Insure that no student is placed in the dual enrollment class unless identified as "**Program Ready**" by the GNTC High School Initiatives office.

**Instructor will:**

- Provide professional instruction based on an approved course syllabus. The GNTC Course ID System will be used for syllabi, test, etc.
- Provide individual academic assistance to students.
- Maintain class attendance, evaluation records, and required classroom instructional hours.
- Ensure that desired course outcomes meet the stated objectives.
- Provide student safety orientation and, as applicable, direction on the use of protective devices and equipment.
- Follow Technical College System of Georgia and GNTC policies and procedures.
- Participate in required orientation and required/approved staff development activities.
- Represent Georgia Northwestern Technical College and Floyd County College and Career Academy in a professional manner.
- Promptly inform **GNTC Academic Dean, Dr. Michael Fennell**, of problems or concerns that may arise.
- Prepare and submit student course grades to the **GNTC Office of the Registrar** and to the **GNTC High School Initiatives Office** by the deadline established by GNTC.
- Prepare and submit copies of any required attendance sheets, gradebooks, work ethics information (when applicable), and any other assigned college property and/or other equipment or supplies to his/her Academic Dean or official of GNTC representing the **GNTC High School Initiatives Office** at the end of each semester.

- This instructor will have appropriate credentials and GNTC will be provided with official transcripts and applicable licenses/certificates.
- Follow procedures listed below if absent from class (what to do if you are sick or late).
  - As a GNTC dual enrollment instructor, you must be in class at all times. At high schools, you may not leave the class unattended to go to the office, restroom, etc. (Check your specific high school's policy concerning this matter.) If you need to do something outside of class, you must be sure that another certified adult (approved by the high school) sits in the class in your place. High school students cannot be left unattended at any time.
  - Please have a **"Plan of Action"** in place to include your syllabus and daily lesson plans in an accessible location at the high school/Dual Enrollment class location. Written assignments and/or videos would be helpful that could be used by any instructor/substitute coming in to cover your class(es) in your absence.
  - Below are the procedures for **Reporting Absences** for a GNTC Dual Enrollment Instructor:
    - Please notify your high school contact as soon as possible so that a substitute may be called to cover your class. **Follow your high school system's policy.**
    - Please also notify your Academic Deans as soon as possible – **Dr. Michael Fennell, 706-764-3574.**
  - For any other disruptions of instructional time, prior approval must be obtained from the Academic Dean. The instructor must complete and receive approval on the *Adjustment to Instructional Schedule* form. If approval to miss instructional time is granted, the instructor is responsible for notifying their students.

Your signature in the signature block below reflects your agreement with the terms and conditions outlined above.

Carter Woodall  
**Instructor's Name (Please Print)**

10/23/19  
**Date**

Kelly Barnes  
**Instructor's Signature**

Dr. Elizabeth Anderson, Vice President of Academic Affairs

Floyd County School System

Kelly Barnes, Vice President of Administrative Services

Return signed agreement to: Kelly Barnes, GNTC Administrative Services, One Maurice Culberson Drive, Rome GA 30161

**FLOYD COUNTY SCHOOLS COLLEGE AND CAREER ACADEMY, INC.  
CONFLICT OF INTEREST POLICY**

**Article I  
Purpose**

This conflict of interest policy is designed to help the directors of the Floyd County Schools College and Career Academy, Inc., (hereinafter "Corporation") identify situations that present potential conflicts of interest and to provide the Corporation with a procedure which will allow a transaction to be treated as valid and binding even though a director has or may have a conflict of interest with respect to the transaction. Furthermore, the purpose of this conflict of interest policy is to protect the tax-exempt status of the Floyd County Schools College and Career Academy, Inc., when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

**Article II  
Definitions**

**As used in this part, the term:**

(1) "Conflicting interest" with respect to the Corporation means the interest a director of the Corporation or a member of a committee with delegated board powers has respecting a transaction effected or proposed to be effected by the Corporation (or by a subsidiary of the Corporation or any other entity in which the Corporation has a controlling interest) if:

(a) Whether or not the transaction is brought before the board of directors of the Corporation for action, to the knowledge of the director at the time of commitment the director or a related person is a party to the transaction or has a beneficial financial interest in or so closely linked to the transaction and of such financial significance to the director or a related person that it would reasonably be expected to exert an influence on the director's judgment if the director were called upon to vote on the transaction; or

(b) The transaction is brought (or is of such character and significance to the Corporation that it would in the normal course be brought) before the board of directors of the Corporation for action, and to the knowledge of the director at the time of commitment any of the following persons is either a party to the transaction or has a beneficial financial interest so closely linked to the transaction and of such financial significance to that person that it would reasonably be expected to exert an influence on the director's judgment if the director were called upon to vote on the transaction: (i) an entity (other than the Corporation) of which the director is a director, general partner, agent, or employee; (ii) a person that controls one or more of the entities specified in division (i) of this subparagraph or an entity that is controlled by, or is under common control with, one or more of the entities specified in division (i) of this subparagraph; or (iii) an individual who is a general partner, principal, or employer of the director.

(2) "Director's conflicting interest transaction" with respect to a Corporation means a transaction effected or proposed to be effected by the Corporation (or by a subsidiary of the Corporation or any other entity in which the Corporation has a controlling interest) respecting which a director of the Corporation has a conflicting interest.

(3) "Related person" of a director means:

(a) The spouse (or a parent or sibling thereof) of the director or a child, grandchild, sibling, parent (or spouse of any thereof), or an individual having the same home as the director, or a trust or estate of which an individual specified in this subparagraph is a substantial beneficiary; or

(b) A trust, estate, incompetent, conservatee, or minor of which the director is a fiduciary.

(4) "Required disclosure" means disclosure by the director who has, or whom reasonably believes may have, a conflicting interest of (a) the existence and nature of the director's conflicting interest, and (b) all facts known to the director respecting the subject matter of the transaction that an ordinarily prudent person would reasonably believe to be material to a judgment as to whether or not to proceed with the transaction.

(5) "Time of commitment" respecting a transaction means the time when the transaction is consummated or, if made pursuant to contract, the time when the Corporation (or its subsidiary or the entity in which it has a controlling interest) becomes contractually obligated so that its unilateral withdrawal from the transaction would entail significant loss, liability, or other damage.

(6) "Interested Person" means any director, principal officer, or member of a committee with board delegated powers, who has a direct or indirect financial interest.

(7) A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(a) An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,

(b) A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.



A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the board of directors or committee members decides that a conflict of interest exists.

### **Article III** **Procedures**

#### **1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with delegated board powers considering the proposed transaction or arrangement.

#### **2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

#### **3. Procedures for Addressing the Conflict of Interest**

(a) An interested person may make a presentation at the board of directors or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and vote on, the transaction or arrangement involving the possible conflict of interest.

(b) The chairperson of the board of directors or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(c) After exercising due diligence, the board of directors or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the board of directors or committee shall determine by a super-majority (66 and 2/3%) of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

#### **4. Violations of the Conflicts of Interest Policy**

(a) If the board of directors or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the board of directors or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

#### **Article IV** **Records of Proceedings**

The minutes of the board of directors and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board of director's or committee's decision as to whether a conflict of interest in fact existed.

(b) The name of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternative to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **Article V** **Compensation**

Unless specifically authorized by the Corporation's board of directors, no director shall receive compensation for the services they perform on behalf of the Corporation.

#### **Article VI** **Annual Statements**

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement, that will be kept with the Corporation's official minutes of the board of directors, which affirms such person:

(a) Has received a copy of the conflicts of interest policy,

(b) Has read and understands the policy,

(c) Has agreed to comply with the policy, and

(d) Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

**Article VII**  
**Periodic Reviews**

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

**Article VIII**  
**Use of Outside Experts**

When conducting the periodic review as provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the board of directors from its responsibility of ensuring that periodic reviews are conducted. Additionally, the Corporation's directors shall perform, or cause to be performed, independent auditing and accounting services as required.