

ORANGE COUNTY  
BOARD OF EDUCATION

AGENDA ITEM ABSTRACT

Meeting Date: October 8, 2012

AGENDA ITEM No. 12-10-14

ACTION ITEM: (Y/N) Y

SUBJECT: UNC School of Education MSA Program Agreement

INFO. CONTACT: G. Patrick Rhodes PHONE: 919-732-8126

ATTACHMENTS: 1. Memorandum of Agreement between The University of N.C. at Chapel Hill School of Education and Orange County Schools Board of Education.

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**PURPOSE:** The purpose of this agenda item is to allow the Board of Education to consider a UNC-Chapel Hill request to use an Orange County Schools classroom to offer their off-campus Masters of School Administration Program.

**BACKGROUND:** This proposed agreement will allow the University of North Carolina's School of Education to teach Masters of School Administration courses in an Orange County Schools classroom. Orange County Schools staff who enroll in the program will be given priority enrollment. Offering the program here and having priority enrollment should increase the pool of internal candidates for administrative positions. UNC's off-campus Masters of School Administration Program has been previously offered in Alamance, Durham and Person County schools. Classes meet twice weekly on Saturday and another weeknight, and will not conflict with daily school operations. Program leaders have requested to use A.L. Stanback Middle School beginning in January.

This agreement has been reviewed by counsel.

**FINANCIAL IMPACT:** The normal rate for classroom use for non-profit education tax supported agencies is \$2.00 per hour. The program director has requested this fee and custodial fees of \$20.00 per hour be waived as a part of this joint use agreement.

**RECOMMENDATION:** The Superintendent recommends the Board of Education approve the UNC School of Education MSA Program Agreement.

STATE OF NORTH CAROLINA

MEMORANDUM OF AGREEMENT

COUNTY OF ORANGE

THIS AGREEMENT made and entered into this \_\_\_\_ of \_\_\_\_\_, 2012, by and between The University of North Carolina at Chapel Hill, (UNC-CH) on behalf of its School of Education, and Orange County Schools Board of Education (OCS).

WHEREAS, OCS desires to build the internal pool of highly qualified candidates for administrative positions; and

WHEREAS, UNC-CH desires to provide courses in its Master of School Administration program at an Orange County facility; and

WHEREAS, the availability of MSA courses at an OCS location will enable more OCS personnel to earn an MSA and therefore increase the pool of qualified internal candidates for administrative positions; and

WHEREAS, the Orange County Schools and the University of North Carolina at Chapel Hill School of Education have traditionally enjoyed and desire to continue a mutually beneficial relationship;

NOW THEREFORE, in consideration of the above-stated desires of the parties and such other mutual promises and covenants as are set forth below, the parties agree as follows:

- I. Term. The term of this Agreement shall be from the date of signing to June 30, 2012, and may be extended for additional one-year terms by written agreement of the parties.
- II. Termination of the Agreement. Either party may terminate the Agreement upon 30 days' written notice in accordance with Section VII of this Agreement.
- III. Scope of Services. UNC-CH will deliver courses for the Master of School

Administration (MSA) Flex (Off-Campus) Program in an OCS facility. The program is a cohort-based, distance learning version of the On-Campus MSA Program.

IV. Obligations of The University of North Carolina at Chapel Hill.

A. Provide courses offered in the MSA Flex Program in an OCS school, the specific facility to be chosen by OCS in consultation with UNC. The classes will be scheduled so as not to conflict with the daily operations of the school where the program is housed.

B. Provide priority in enrollment to OCS employees who meet UNC's minimum admissions criteria in order to maximize enrollment of MSA candidates from OCS.

C. Designate a staff member as liaison between the MSA Program and OCS. This liaison will communicate regularly with the OCS liaison and provide all information necessary for OCS to reserve space for MSA classes.

D. Provide publicity materials to the OCS liaison for dissemination to prospective MSA students within the OCS.

E. Provide an enrollment report to the OCS liaison regularly upon request regarding the number of OCS employees who have applied for and/or enrolled in the program.

F. Ensure that MSA program participants and staff abide by OCS Board policies and facility use regulations while on site at the OCS facility, and that after each class the OCS facility is returned to the physical condition in which it was found prior to the class.

V. Obligations of Orange County Schools

A. Provide suitable classroom facility for the MSA Flex Program.

B. Publicize the MSA Flex Program to OCS employees and assist in recruitment of OCS employees.

C. Designate a staff member as liaison between OCS and the MSA Program. This liaison will communicate regularly with the MSA liaison.

VI. The Board may immediately deny entrance to Board property to any UNC-CH employee, agent or student found in violation of state or federal law or Board of Education policies, procedures, rules, or regulations, or if the Board determines in its discretion that the individual's presence is detrimental to the welfare of students, employees, or school operations.

VII. Notices. All notices, demands, or other writings which this Agreement requires to be delivered, or which may be delivered by either party hereto to the other, shall be deemed to have been fully delivered, when made in writing and deposited in the United States mail, certified mail, return receipt requested, and addressed as follows:

To OCS:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To UNC-CH:

Dr. Stanley Schainker  
Coordinator of Off-Campus Master of School  
Administration Program  
The University of North Carolina at Chapel Hill  
School of Education  
CB 3500 – Peabody Hall  
Chapel Hill, North Carolina 27599

VIII. Indemnification. To the maximum extent allowed by law, UNC-CH shall indemnify, protect, and hold harmless Orange County Schools, the Orange County Board of Education, its officials, agents and employees from and against claims or damages, including attorney's fees, arising out of any act or omission UNC-CH, their agents, invitees, or employees on Board

property or in the performance of this Agreement. However, nothing in this section shall be construed to waive any defense of sovereign immunity which might otherwise be available to the UNC-CH or limiting the rights of the North Carolina Attorney General to defend claims against state agencies. The Board shall not under any circumstances be liable in damages for business loss or other incidental or consequential damages of whatever kind or nature, regardless of the cause of such damage, and UNC-CH expressly waives all claims to such damages on behalf of itself and anyone claiming by or through UNC-CH.

IX. This contract shall not be construed to create a monetary obligation on the part of either party to the other.

IX. Nature and Extent of Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a party unless in writing signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.


X. Governing Law. This Agreement and the relationship of the parties shall be governed by the law of the State of North Carolina.

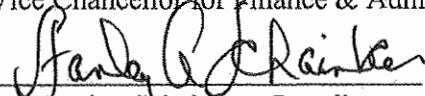
*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and  
year first written above.

The University of North Carolina  
at Chapel Hill

Orange County Schools

  
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Karol Kain Gray  
Vice Chancellor for Finance & Administration

  
\_\_\_\_\_  
Dr. Stanley Schainker, Coordinator of  
Off-Campus Master of School Administration  
Program

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Patrick Rhodes  
Superintendent