

MEMORANDUM OF UNDERSTANDING Spalding County Archway Partnership

This agreement is made and entered into in the year 2015 with an effective date of July 1, 2015 by and between:

Spalding County Board of Commissioners hereinafter referred to as the “County”;
Griffin-Spalding County Board of Education hereinafter referred to as the “Schools”;
City of Griffin hereinafter referred to as “Griffin”;
collectively referred to hereinafter as the “Spalding Partners”;

And the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia Archway Partnership (“UGA Archway Partnership”); and the Office of the Vice President for Public Service and Outreach (“VPPSO”), collectively referred to hereinafter as the “UGA Partners”.

All parties stated above (County, Schools, Griffin and VPPSO) are considered “Participants” in the Spalding Archway Partnership (“Spalding Archway Partnership”).

WHEREAS, Participants agree to cooperate in the development and implementation of the Spalding County Archway Partnership focusing on community and economic development issues for Griffin/Spalding County.

WHEREAS, Participants agree to the creation of a Spalding County Archway Partnership Executive Committee (“Executive Committee”) to offer the Spalding County Partners suitable representation and influence into the strategic planning and management of the Spalding Archway Partnership.

NOW THEREFORE the parties agree as follows:

SECTION I

The UGA Partners shall:

1. Employ and supervise, in compliance with Equal Opportunity Standards, an Archway Professional, with community concurrence, that will be embedded in the community.
2. Establish minimum qualifications, certify the qualifications, and determine the total salary the Archway Partnership Staff is to be paid.
3. Agree to perform evaluations of the Archway Partnership Staff performance. Actions taken, if any, shall be communicated to the Executive Committee.
4. Have the right to terminate or transfer Archway Partnership Staff for any reason. In either case, a replacement will be selected following the procedure described in Paragraph 2 above. Should Archway Partnership Staff be terminated, nothing herein shall obligate UGA Partners to retain Archway Partnership Staff for any period of time.
5. Keep an accurate record of all funds received and disbursed under this agreement including all supporting documents. The UGA Partners shall retain such records for a period of three (3) years unless an audit has begun and not been completed or if the

audit findings have not been resolved at the end of the three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings. The UGA Archway Partnership also agrees to retain all records bearing upon payments under this agreement until the expiration of three (3) years after final payment and grants the jurisdictions access, and the right, to examine such records.

6. Provide Archway Partnership Staff with access to office equipment, supplies, publications and/or other educational materials commensurate with that of similarly situated VPPSO and support staff members.
7. Pay a portion of the salary (see Section III, Paragraph 3, below) and associated benefits of faculty at a rate in compliance with the Board of Regents and the UGA Office of the VPPSO salary administration policies.
8. Report to the Executive Committee at regular intervals on the nature of the Spalding County Archway Partnership and progress being made.
9. Conduct a community-wide listening session and prepare a report on the priorities as viewed by a wide cross-section of the community. The written report will serve as input to the Executive Committee to determine priority areas of work.
10. Projects, as determined by the Executive Committee, will be conducted and reports, etc., provided to the Executive Committee for implementation by the community.
11. Determine the public educational needs for the community, facilitate cooperation between community organizations and the Griffin-Spalding County School System to address those needs as well as advise the Griffin-Spalding County Board of Education how to address the unique educational needs of the community.

SECTION II

The Spalding Partners shall:

1. Agree to recognize the UGA Partners as their institutional partner and provide appropriate recognition of this collaborative working relationship on all appropriate and relevant publications, materials and web sites.
2. Agree, when possible, to make available internship opportunities to the students of the University of Georgia and other University System of Georgia institutions in conjunction with community-identified needs and the terms of this Agreement.
3. Agree to permit UGA Partner Faculty Members to cooperate with the implementation and administration of educational opportunities for the students of the University of Georgia whenever possible.
4. Agree to make available to the UGA Partners any research/study findings and results that may be realized as a result of this Agreement.

SECTION III

Participants Mutually Agree:

1. The total cost of the Spalding Archway Partnership from July 1, 2015 until June 30, 2016 will be approximately \$181,000.00.
2. The Participants are committed to the following funding of the Spalding Archway Partnership from July 1, 2015 until June 30, 2016 as stated below:
 - a. Office of the VPPSO \$121,000.00
 - b. Spalding Partners \$60,000.00
 - Spalding County Board of Commissioners \$20,000.00
 - Griffin-Spalding Co. Board of Education \$20,000.00
 - City of Griffin \$20,000.00
3. Expenditures for the \$181,000 budget for July 1, 2015 to June 30, 2016 are anticipated to be:

Personal Services	85%
Travel and Operating	15%

Budgetary allocations are based on history and may vary depending on community needs. The Archway Partnership is authorized to transfer funds between various categories without specific and separate approval by the cooperator.

4. The Spalding Partners will pay the UGA Archway Partnership a FIXED FEE of \$60,000.00; the Office of the VPPSO will pay the UGA Archway Partnership a FIXED FEE of \$121,000.00. UGA Archway Partnership shall send an invoice to each of the Spalding Partners. The full amount is due 30 days after the effective date of this agreement. Invoices will be sent to the following:

Mayor Douglas S. Hollberg
City of Griffin
100 S. Hill St.
Griffin, GA 30224

Ms. Rita Johnson, Chairwoman
Spalding County Board of Commissioners
PO Box 1087
Griffin, GA 30224

Mr. James Westbury, Chairman
Griffin-Spalding County Board of Education
216 S. 6th St.
Griffin, GA 30224

5. Archway Partnership Staff salaries shall be paid from the funding delineated in Section III, Paragraph 2, above.
6. To the formation of the Spalding Archway Partnership Executive Committee who shall perform the following functions:

- a. Be responsible for sending the Spalding County Partners portion of the funding for the Archway Partnership to the UGA Archway Partnership.
 - b. Provide guidance and concurrence on the appointment and/or hiring of Archway Partnership Staff. Appointments/hiring of Archway Partnership Staff shall be subject to the joint approval of the UGA Partners and the Executive Committee.
 - c. Notify the UGA Partners of the Archway Partnership if the work of any faculty is unsatisfactory to the Spalding Archway Executive Committee.
 - d. Evaluate the financial support of the Spalding Archway Partnership annually, make adjustments as necessary for continued effective support, and notify the UGA Partners of the Archway Partnership of these adjustments by April 30, 2016.
 - e. Agree to locate the Archway Partnership Staff office in facilities that are adequate and appropriate for the program.
7. This Contract/Memorandum shall take effect July 1, 2015 after execution by Participants.
 8. The terms of this Agreement shall be from July 1, 2015 until June 30, 2016. Either party (UGA Partners or Spalding Partners) may terminate this Agreement by written notice of such intent provided ninety (90) days in advance.
 9. This Agreement may be modified by mutual written agreement of the parties hereto.
 10. This Agreement may be renewed annually by mutual written agreement of all parties.
 11. Archway Partnership Staff shall remain University of Georgia employees, subject to all applicable university guidelines and policies, and shall not be employees of County, Schools, or Griffin while performing this service and will not be entitled to fringe benefits normally accruing for employees of County, Schools, or Griffin.
 12. Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, sexual orientation, creed, national origin, age, disability, or veteran status.

Spalding County Board of Commissioners

Date

Spalding County Board of Education

Date

City of Griffin

Date



Board of Regents of the University System of Georgia
by and on behalf of the University of Georgia,
Director of Archway Partnership

1/21/2015

Date

Board of Regents of the University System of Georgia
by and on behalf of the University of Georgia,
Vice President for Public Service and Outreach

Date