

Draft (Updated 6.26.2025)
Memorandum of Understanding
Moore County Board of Education
and
Sandhills Community College Board of Trustees
concerning Moore Innovative High School

This Agreement ("MOU") is entered into as of the date of the last signature between the Moore County Board of Education ("Board") of 5277 U.S. Hwy. 15-501 S., Carthage, NC 28327 which operates the Moore County Schools ("MCS") and Sandhills Community College Board of Trustees ("SCCBOT" or "SANDHILLS") of 3395 Airport Rd., Pinehurst, NC 28374, collectively the "Parties."

1.0 Partnership and Educational Opportunities Provided at Moore Innovative High School

This MOU establishes a partnership between the Board and the SCCBOT to provide educational opportunities for high school-aged students by allowing students enrolled with Moore County Schools to dually enroll at Sandhills Community College while attending Moore Innovative High School on the SANDHILLS campus. This MOU should not be interpreted as either party is an agent, service provider, or contractor for the other.

Moore Innovative High School will provide MCS students opportunities to enroll in grade 9 and complete an Associate's Degree or secure workforce certifications, credentials and specialized career training to meet the needs of our growing community. Moore Innovative High School will serve grades 9 through 13.

2.0 Renewal

This MOU will have an Original Term of three school years and shall terminate, unless otherwise renewed, on June 30, 2028. On or before April 1, 2028 of the Original Term and on or before the final April 1 of any subsequent term, the Parties will make best efforts to cooperatively discuss the renewal of this MOU including, without limitation, the anticipated enrollment of high school students at Moore Innovative High School and the facilities that the SCCBOT will make available for Moore Innovative High School's use. This MOU shall be annually reviewed by the respective parties to address any concerns or necessary amendments based on changes in conditions or the law.

2.1 Facilities

a) Classroom Facilities

- i. Classroom facilities for Moore Innovative High School are in Van Dusen Hall. Innovative High School academic and related courses will be taught in

Van Dusen Hall. The Parties will make good faith efforts to make suitable classroom facilities and related space available on the Sandhills Community College Campus for co-curricular activities hosted by Moore Innovative High School, that cannot be accommodated in the Moore Innovative High School building.

ii. Moore Innovative High School students will have access to the Van Dusen Hall as shown on Exhibit A.

iii. The SCCBOT will specifically make facilities available to Moore Innovative High School employees the same operational hours as SCCBOT employees. This includes:

1. Unlocking and disarming all doors and alarms in buildings and facilities used by the Moore Innovative High School ; and
2. Providing Moore Innovative High School employees of the school with appropriate keys and alarm codes per SCCBOT policy and procedure.

b) Administrative Facilities

i. All MCS employees of Moore Innovative High School including administrative staff will be housed in Van Dusen Hall.

c) Facility Availability, Utilities, and Equipment

i. Without additional charge, the SCCBOT will provide all standard utilities (to include water, electrical and telephone) and routine maintenance to all SCCBOT-owned facilities used by Moore Innovative High School at the campus of Sandhills Community College together with equipment and office/classroom furnishings for Moore Innovative High School.

d) Parking Facilities

i. Moore Innovative High School students and faculty will park in designated parking spaces located in the parking lot at the front of Van Dusen Hall. All parking passes for Moore Innovative High School Teachers and Students shall be provided at no cost by the SCCBOT.

2.2 Campus Facilities

a) The SCCBOT will make classroom and office facilities reasonably available to MCS employees and Moore Innovative High School Students from 7:30am to 5:30pm on Monday through Friday of each week during the term of this Agreement. This includes:

- i. unlocking and disarming all doors and alarms in buildings and facilities used by Moore County Innovative High School; and
- ii. providing MCS employees of Moore Innovative High School with

appropriate keys and alarm codes.

b) The SCCBOT will grant Moore Innovative High School Students access to the same campus facilities as it grants to students enrolled at SANDHILLS.

c) The SCCBOT will grant MCS employees of Moore Innovative High School access to the same campus facilities as it grants to employees of SCCBOT.

d) The SCCBOT will provide Moore Innovative High School Students and MCS faculty employed at Moore Innovative High School with one identification card required by the SCCBOT at no additional cost to MCS, Moore Innovative High School Students, or MCS faculty employed at the school. Additional cards will be charged the current SANDHILLS replacement fee.

2.3 Food Service Facilities

a) The SCCBOT will grant Moore Innovative High School students with the same access to food service facilities on SANDHILLS's campus (when available) as is provided to SANDHILLS students. Moore Innovative High School Students taking classes on the SCC campus will have access to food services in the Moore Innovative High School Hall provided by MCS once such services are available.

b) Students will be served lunch in Van Dusen Hall.

i. During each semester, MCS will make the food service facilities reasonably available to Moore Innovative High School employees.

ii. MCS will make good faith efforts to make such food service facilities available for use by the school on or before the first instructional school day for students based on the MCS school calendar.

c) Supervision of all events and activities outside of the Sandhills Community College classroom setting will be the responsibility of the employees of MCS.

2.4 Campus Safety/Law Enforcement Authority

a) Sandhills's Campus Police is a highly trained campus police force that will ensure the safest possible surroundings for SANDHILLS and Moore Innovative High School Students, faculty and staff, and their property. SCC campus police will have full law enforcement authority on Sandhills Community College campus. Campus Police will maintain a close working relationship with the Moore County Schools Police. For the purposes of FERPA, SCC campus police shall be considered "school officials" to the extent that access to the records of Moore Innovative High School Students are necessary to perform education related services (for example, if an officer needs to review a Student's Behavior Improvement Plan (BIP) to deescalate a situation). However, and for the avoidance of doubt, SCC campus police cannot generally access the records of Moore Innovative High School Students for general

law enforcement purposes or any purposes other than those explicitly authorized by FERPA.

2.5 Schedule of Operations

Moore Innovative High School will operate in accordance with the MCS school calendar as it is adopted and amended by MCS for the Moore Innovative High School.

2.6 Students

- a) MCS will make reasonable efforts to maintain an approximate student enrollment at Moore Innovative High School of between fifty (50) and one hundred (100) students per grade level for a total enrollment not to exceed 400 students.
- b) Consistent with the MOU executed by the Parties regarding Career and College Promise, effective July 1, 2025, while actively engaged in college courses other SANDHILLS activities, or moving about campus, Moore Innovative High School Students will adhere to and be disciplined according to the student code of conduct of Sandhills Community College and subject to any other requirements of that MOU. MCS will provide notice to parents that the SCCBOT controls the curriculum at the college level and that some standards may differ from the Board's curriculum. If a student is required by SANDHILLS to be permanently removed from SCC for disciplinary reasons, MCS will have sole authority to reassign the student to a school within MCS which is not the Moore Innovative High School or located on the campus of SANDHILLS.
- c) While actively engaged in high school courses, high school activities, or moving about facilities of Moore Innovative High School, the students will adhere to and be disciplined according to the student code and honor code of the MCS. MCS reserves the right to control and dictate the curriculum during any high school courses which are conducted for only MCS students.
- d) Through the designated and identified liaison, SANDHILLS will, in cooperation with a school counselor, assist Moore Innovative High School Students enrolled in college courses at SANDHILLS to successfully transition into college level academics and interpersonal dynamics, and will support each such student throughout their enrollment in college courses. Sandhills Community College will employ a fulltime liaison to support students, faculty and staff related to the Moore Innovative High School. The job description for this liaison will be developed cooperatively between SCC and MCS. MCS will fully fund the salary and benefits of the full-time liaison position for the fiscal years 2025-2026 and 2026-2027. The expense will be assumed by SCC starting with the 2027-2028 fiscal year.
- e) When a Moore Innovative High School Student is actively engaged in a college

course, MCS (or any MCS students) will provide SANDHILLS' Disability Services Office a list of any accommodations or modifications set out in a student's IEP or 504 plan. SANDHILLS will, at MCS's request and upon MCS's and the Student's compliance with any SANDHILLS procedures, provide the student with approved accommodations or modifications called for by the student's IEP with regard to instruction, classroom seating, and testing and evaluation to the extent available to other SANDHILLS' students. Nothing herein shall be construed to subject SANDHILLS to the Individuals with Disabilities Education Act, as amended.

f) Moore Innovative High School students enrolled in college courses are subject to the college's attendance policies.

2.7 College Credit and Degrees

a) The SCCBOT will grade and/or evaluate Moore Innovative High School Students enrolled in college courses using the same criteria as that applied to SCCBOT students.

b) The SCCBOT will award the same course credit to Moore Innovative High School Students enrolled in college courses as that awarded to SANDHILLS's students.

c) If a Moore Innovative High School Student earns enough college credit at SANDHILLS to qualify for a certificate, diploma, or degree, the SCCBOT will award the Moore Innovative High School Student such certificate, diploma, or degree upon the Moore Innovative High School Student's request.

3.0 INSURANCE OR RISK MANAGEMENT

The parties will maintain and, upon the other Party's reasonable request, provide documentation for the following risk management coverage or insurance:

a) General Liability (claims made coverage): Both parties will maintain coverage for \$1,000,000/claim \$2,000,000 period aggregate;

b) Errors and Omissions: Both parties will maintain coverage for \$1,000,000/Claim; \$2,000,000 period aggregate;

c) Property: SCCBOT will provide a certificate of liability insurance;

d) Both parties will maintain Workers' Compensation coverage within the statutory amount.

e) The provision of such coverage will not, however, affect, waive, or reduce any governmental or sovereign immunity protecting SCCBOT, MCS or Moore Innovative High School, except to the extent required by applicable law.

4.0 COMMUNICATION

a) The Associate Dean of High School Initiatives and/or the designee is the point of contact for all communications regarding Sandhills Community College to include, but not limited to, planning, coordinating, and scheduling all classes, events, and activities.

b) Written communications regarding or making reference to Sandhills Community College will be reviewed and expressly agreed upon by the Associate Dean of High School Initiatives and/or the designee before being released.

5.0 TERMINATION

Either Party may terminate this MOU on written notice for any reason. Notwithstanding the foregoing, regardless of the date of notice, termination of this MOU will only take effect at the end of the second fiscal year (i.e. June 30) after which the termination notice was given, unless otherwise agreed upon in writing by both Parties. Both Parties shall endeavor to avoid any termination which would disrupt any classes of students or student academics during the semester.

6.0 USE OF NAMES AND MARKS

Each Party will allow the other to use the following in its public relations communications, for the sole purpose of promoting the program, after their use has been reviewed and expressly agreed upon by the Parties:

a) the Party's name;

b) the Party's logo; and

c) the Party's trademark.

7.0 BACKGROUND CHECKS

SANDHILLS affirms that it conducts criminal background checks on all employees at the time of hiring and requires employees to report any criminal charge or conviction, other than a minor traffic infraction, to its Human Resources Department. SANDHILLS agrees to conduct criminal background checks on each SANDHILLS employee who, pursuant to this MOU, will have regular or unsupervised contact with MCS students. Such checks shall be completed prior to the employee having any direct interaction with MCS students; the pre-employment criminal background check will suffice for this purpose. SANDHILLS will ensure that MCS students do not have direct interaction with any SANDHILLS employee whose criminal background check is not free of criminal convictions, including misdemeanors, that indicate the person poses a threat to the physical safety of MCS students or personnel.

SANDHILLS further agrees to conduct checks of the State Sex Offender and Public

Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry initially and on the annual anniversary of this MOU and verify in writing that no SANDHILLS employee who has direct interaction with MCS students is listed on any of these registries. All of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Individuals listed on these registries are prohibited from having any interaction with MCS Students.

8.0 LIABILITY

Each Party agrees to assume liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this MOU to the extent permitted under North Carolina law; however nothing herein shall be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity which might otherwise be available to the Board or the SCCBOT.

9.0 MISCELLANEOUS

9.1 EXPENSES

Except to the extent that this MOU expressly provides otherwise, the Parties to this MOU will bear their own respective expenses incurred in connection with the negotiation, preparation, execution, delivery, and performance of this MOU and the consummation of the transactions it contemplates. This includes, without limitation, all fees and expenses of agents, representatives, counsel, and accountants. Neither party shall be expected to expend fees for performance of this MOU outside of those fees articulated in this MOU.

9.2 FURTHER ASSURANCES

Each of the Parties hereto will execute such agreements, certificates, documents, and other instruments, and take any further action as may be reasonably necessary or appropriate to carry out the provisions of this MOU and the transactions for which it provides and contemplates.

9.3 NOTICES

Notices must be sent to all individuals identified below as contact persons for the Party to which the notice is sent. Either Party may change the contact person(s) identified herein at any time and from time to time by giving notice to the other Party in accordance with this section.

For SANDHILLS:

Dr. Rebecca S. Roush, Provost
Sandhills Community College
3395 Airport Road
Pinehurst, NC 28374

For SCCBOT:

Mr. Larry Caddell, Chair Sandhills Community College Board of Trustees
Sandhills Community College
3395 Airport Road
Pinehurst, NC 28374

With copies to:

Dr. Alexander Stewart, President
Sandhills Community College 3395 Airport Road
Pinehurst, NC 28374

Chad Williams,
Sandhills Community College
3395 Airport Road
Pinehurst, NC 28374

Mrs. Kimberly McMillan, Associate Dean of High School Initiatives
Sandhills Community College
3395 Airport Rd.
Pinehurst, NC 28374

For MCS:

Dr. Robin Calcutt, Chair Moore County
Board of Education
P.O. Box 1180
5277 U.S. Hwy. 15-501 S
Carthage, NC 28327

With copies to:

Dr. Tim Locklair, Superintendent
Moore County Schools
P.O. Box 1180
5277 U.S. Hwy. 15-501 S
Carthage, NC 28327

Ashlee Ciccone, Principal
Moore Innovative High School
P.O. Box 1180

5277 U.S. Hwy. 15-501 S
Carthage, NC 28327

Any notice or other communication required or permitted hereunder will be in writing and will be delivered with all charges prepaid by the Party originating the notice or communication. Delivery may be made by hand, email, facsimile, certified, registered or express mail, or by Federal Express. If any such notice is transmitted by hand, email or facsimile, notice will be deemed given on the date that the transmission is made. If any such notice is transmitted by mail, notice will be deemed given three (3) days after the date on which the notice was deposited in the United States mails or with an appropriate Federal Express agent.

9.4 NO JOINT VENTURES

This MOU does not and will not be considered to create a partnership or joint venture between SCCBOT and MCS. Neither Party will have the power to bind nor obligate the other, except as expressly provided herein. Employees of each Party shall remain subject to the exclusive control and supervision of their respective employer.

9.5 ENTIRE MOU

This MOU contains the entire formal agreement between the Parties with respect to the subject matter of this MOU and supersedes and replaces all prior agreements, discussions, negotiations, or understandings, whether written or oral, and whether previous or parallel to this MOU.

9.6 WAIVERS

- a) The terms of this MOU may be waived only by a written instrument that is signed by the Party that is making the waiver.
- b) A Party's delay in exercising any right, power, or privilege hereunder will not operate as a waiver thereof, nor will a Party's waiver of any such right, power, or privilege, nor any single or partial exercise of any such right, power, or privilege, preclude any further exercise thereof or the exercise of any other right, power, or privilege.
- c) A Party's failure to exercise any right, power, or privilege hereunder will neither create nor allow to be created a standard of practice under this MOU.

9.7 AMENDMENTS

This MOU may be amended, superseded, terminated, renewed or extended only by a written instrument signed by both Parties.

9.8 GOVERNING LAW

This MOU will be governed and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed entirely within North Carolina. Any dispute or action regarding this MOU between the Parties shall have sole and exclusive jurisdiction in Moore County, North Carolina, or the relevant federal court.

9.9 BINDING EFFECT

This MOU will be binding upon and will inure to the benefit of the Parties and their respective permitted successors in interest.

9.10 FORCE MAJEURE

Neither Party will be liable under this MOU for any loss or damage of any nature that is incurred as a result of any failure or delay in performance that is, in turn, caused by circumstances beyond its reasonable control. This includes, without limitation, any failures or delays in performance caused by lack of available production facilities, strikes, lockouts, labor disputes, fires, acts of God or the public enemy, riots, interference by civil or military authorities, compliance with the laws, orders or policies of any governmental authority, delays in transit or delivery on the part of transportation companies, failures of communication facilities or sources of raw material, destruction of a Party's relevant facilities, or any other condition beyond the Party's reasonable control. This clause will not excuse, however, a Party's obligation to pay money due hereunder to the other or extinguish any obligations owed among the Parties that arose prior to the event of force majeure.

9.11 VARIATIONS IN PRONOUNS

All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

9.12 COUNTERPARTS

This MOU may be executed by the hereto in any number of counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by less than all, but together signed by all of the Parties hereto.

9.13 HEADINGS

The headings in this MOU are for reference only and will not affect the interpretation of this MOU.

9.14 SEVERABILITY OF PROVISIONS

If any provision of this MOU, or portion thereof, is held invalid or unenforceable on its face or in its application to a particular person, entity, or circumstance, the remaining portion of such provision, along with the remaining provisions of this MOU, will not be affected, but rather remain in full force and effect in a manner that advances the intended purposes of this agreement.

9.15 NO THIRD PARTY BENEFITS

There are no third-party beneficiaries to this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU under seal as of the date written below.

SANDHILLS COMMUNITY COLLEGE BOARD OF TRUSTEES

By: _____
Mr. Larry Caddell, Chair, Sandhills Community College Board of Trustees Date

Dr. Alexander Stewart, President Sandhills Community College Date

MOORE COUNTY BOARD OF EDUCATION

By: Robin Calcutt Ed.D 6-30-25
Dr. Robin Calcutt, Board Chair Date

Attest: Tim Locklair 6-30-25
Dr. Tim Locklair, Superintendent Moore County Schools Date

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