

**Memorandum of Understanding  
between  
the Moore County Board of Education  
and  
the Sandhills Community College Board of Trustees  
concerning  
Career and College Promise for Moore County  
Effective July 1, 2015**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and is effective as of July 1, 2015 (“Effective Date”) by and between the Sandhills Community College Board of Trustees (“SCCBOT” or “SANDHILLS”) and the Moore County Board of Education (“MCBOE”).

### PARTIES

SCCBOT is a body corporate with control and oversight over the Sandhills Community College (“SANDHILLS”), a North Carolina community college organized under Chapter 115D of the North Carolina General Statutes. The SCCBOT locates its primary office at 3395 Airport Road, Pinehurst NC 28374.

MCBOE is a body corporate with control and oversight over the Moore County Schools (“MCS”), a local education agency organized under Chapter 115C of the North Carolina General Statutes. The MCBOE locates its primary office at 5277 Hwy 15-501 S, Carthage, North Carolina 28327.

SCCBOT AND MCBOE are each referred to in this MOU as “Party.” Collectively, SCCBOT and MCBOE are referred to in this MOU as “the Parties.”

### RECITALS

WHEREAS, MCBOE seeks to provide opportunities for high school students attending the Moore County Schools to follow Career and College Promise program pathways (“CCP Program”) in accordance with North Carolina General Statutes Section 115C-238.50 and Session Law 2011-145, the Appropriations Act of 2011; and

WHEREAS, SCCBOT seeks to provide college courses to qualified MCS high school students through the Career and College Promise program.

NOW, THEREFORE, intending to be legally bound, the Parties make the following agreement:

### AGREEMENT

#### 1. TERM.

**1.1. ORIGINAL TERM.** The Original Term of this MOU will commence on the Effective Date and continue for five (5) years through and including June 30, 2020 (the “Original Term”). The Parties will cooperatively discuss any revisions to the terms of this MOU at least once during each academic year.

**1.2. RENEWAL TERM.** The Parties may mutually agree in writing to renew this MOU upon the expiration of the Original Term.

## **2. EDUCATIONAL OPPORTUNITIES PROVIDED THOROUGH THE CCP PROGRAM.**

### **2.1. DUAL ENROLLMENT IN COLLEGE COURSES FOR COLLEGE CREDIT.**

- a) SCCBOT will allow qualified MCS students to enroll in college-level courses (“College Courses”) offered by SANDHILLS under the guidelines outlined in the most current version of the NCCCS *Curriculum Procedures Reference Manual*, Section 14, “Career and College Promise”, as updated from time to time. MCS students are expected to meet all course pre-requisites that other SANDHILLS students are required to meet for College Courses. While enrolled in College Courses, SCCBOT will treat MCS students as degree seeking students to the extent allowable by the NCCCS *Curriculum Procedures Reference Manual*.
- b) MCS will provide MCS students with CCP Program enrollment information and verify that MCS students participating in the CCP Program meet entrance guidelines as outlined in the Career and College Promise program legislation and procedures.
- c) MCS students in the CCP Program will participate in the same process of registration, drop-add, and withdrawal (“Course Actions”) as other SANDHILLS students as availability of seats in courses allows and will follow SANDHILLS attendance policies for College Courses. MCS will monitor Course Actions of MCS students.
- d) All classes for Pinecrest High School and Union Pines High School students will be held on the SANDHILLS campus; classes for North Moore High School students will be held on the North Moore High School campus. Students attending North Moore High School will also be able to participate in classes on the SANDHILLS campus.
- e) Through the designated and identified liaison, SANDHILLS will, in cooperation with the designated MCS-CCP school counselor(s), assist MCS students enrolled in College Courses to successfully transition into college level academics and interpersonal dynamics, and will support each such student throughout his/her enrollment in College Courses.
  - i. The SANDHILLS-CCP liaison will periodically request information throughout each semester regarding the attendance and performance of MCS students enrolled in the College Courses and relay this information to the appropriate MCS-CCP school counselor.
  - ii. At the end of each semester, the SANDHILLS-CCP liaison will solicit final numeric grades from SANDHILLS instructors for all MCS students enrolled in College Courses. These grades will be reported to the appropriate MCS-CCP school counselor.

- f) SANDHILLS shall be responsible for complying with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act and providing appropriate auxiliary aids and services to MCS students participating in the CCP Program in the same manner as is required for all other SANDHILLS students. The MCS Department of Student Support Services will coordinate with the MCS-CCP school counselor(s) to refer MCS students with disabilities participating in the CCP Program to the SANDHILLS Disabilities Coordinator, who, in collaboration with the student, the MCS-CCP school counselor(s), the SANDHILLS-CCP liaison, and, as necessary, the MCS Director of Student Support Services (or designee), will review current documentation of a qualifying disability and develop an accommodation plan to provide the student with appropriate auxiliary aids and services in the College Courses. It is the responsibility of SANDHILLS to implement the accommodation plan for MCS students taking College Courses on the SANDHILLS campus as consistent with accommodation plans for all other SANDHILLS students. MCS will collaborate with SANDHILLS to implement the accommodation plan (in addition to any accommodations on the student's Individualized Education Plan or 504 Plan, if one exists) for MCS students taking College Courses at North Moore High School. MCS retains responsibility for the provision of special education services to MCS students to the extent required by the Individuals with Disabilities Education Act.
- g) MCS students will be subject to the MCBOE Student Code of Conduct at all times while participating in the CCP Program and the SANDHILLS Student Code of Conduct while on the SANDHILLS campus. SANDHILLS, in collaboration with the principal of the student's home high school, may formally discipline MCS students according to SANDHILLS policy with regards to the MCS students' enrollment at SANDHILLS, including but not limited to the prohibition of MCS students from attending College Courses for violations of applicable laws, SANDHILLS Student Code of Conduct, or SANDHILLS rules, regulations, policies, and procedures. Formal disciplinary actions, including but not limited to suspension, dismissal, or expulsion from any MCBOE school shall be handled by the MCBOE pursuant to the MCBOE Policies and Procedures and in consultation with the SANDHILLS designee.
- h) A student/parent handbook will be provided to all MCS students and their parents explaining CCP Program policies and procedures. The handbook will be reviewed and mutually agreed to by the Parties.
- i) MCS will make reasonable efforts to maintain student enrollment in the CCP Program at a level that will sustain the viability of the initiative.

## **2.2. HIGH SCHOOL STUDENTS ON SANDHILLS CAMPUS.**

- a) The Parties acknowledge that MCS students participating in the CCP Program may be present on and moving about the SANDHILLS campus. SCCBOT will take the same precautions to protect the safety of MCS students and assumes the same liability for such MCS students as the SCCBOT does for SANDHILLS students. For the purposes of campus safety and upon SANDHILLS' reasonable request, MCS will obtain such consents necessary to provide SANDHILLS with the names and parent contact information of any MCS student participating in courses on the SANDHILLS campus through the CCP Program.
- b) MCS may transport MCS students to and from SANDHILLS on MCBOE school buses. MCS will load and unload students on the SANDHILLS campus under MCS supervision at a location agreed to by the Parties.
- c) SANDHILLS will provide the same opportunity for parking to MCS students as it provides to SANDHILLS employees and students. MCS students will be required to obtain SANDHILLS parking stickers at no cost to the MCBOE or MCS students.
- d) SANDHILLS will grant MCS students access to the same campus facilities as it grants to traditional students enrolled at SANDHILLS. MCS students will have reasonable access to the open Computer Labs, the Library and Cafeteria during SANDHILLS' operational hours.
- e) SANDHILLS will provide MCS students with any identification cards required by the SCCBOT at no additional cost to MCBOE or MCS students for the first card. Additional cards will be charged to the student at the current SANDHILLS replacement fee.

## **2.3. COLLEGE COURSES AT NORTH MOORE HIGH SCHOOL.**

- a) SANDHILLS will provide instructors to teach College Courses on the North Moore High School campus each semester, with a minimum of twelve (12) students per class section. Compensation of these instructors, including their travel costs, will be the responsibility of SANDHILLS.
- b) MCS will provide classroom space, equipped with a SmartBoard, at North Moore High School for each section of SANDHILLS/CCP College Courses offered on the North Moore High School campus. MCS will provide students participating in the College Courses with individual Chromebooks. MCS will collaborate with SANDHILLS and ensure that each student has the appropriate textbooks for the course in which they are enrolled by the first day of class.

- c) It will be the intention of MCS and SANDHILLS to work cooperatively to offer a two year track of courses which would enable students participating in College Courses at North Moore High School to have the possibility of completing eight (8) SANDHILLS/CCP courses on the North Moore High School campus. The Parties intend to offer multiple sections of SOC 210, PSY 150, HIS 131 and HIS 132 during the 2015-2016 school year. The Parties intend to work together to coordinate the 2016-2017 track so that a different set of four (4) classes are offered in that academic year. In order to maintain sufficient enrollment within the CCP courses, collaborative efforts will be made to identify and set the next year's CCP course offerings on the North Moore High School campus in time for student registration in the spring (May 1<sup>st</sup>).

**2.4. COLLEGE CREDIT AND DEGREES.**

- a) The SCCBOT will grade and/or evaluate MCS students using the same criteria as that applied to SANDHILLS students.
- b) The SCCBOT will award the same course credit to MCS students as that awarded to SANDHILLS students.
- c) Should a MCS student earn enough college credit at SANDHILLS to qualify for a certificate, diploma, or degree, the SCCBOT will award the MCS student such certificate, diploma, or degree upon the MCS student's request. The degree will be awarded on the condition that such MCS student has received a high school diploma.

**2.5. SCHEDULE OF OPERATIONS.** All courses offered on the SANDHILLS campus will operate in accordance with the SANDHILLS academic calendar as it is adopted and amended by SCCBOT. All courses offered on the North Moore High School campus will operate in accordance with the MCBOE school calendar as it is adopted and amended by MCBOE. The North Moore High School CCP Counselor, or designee, will communicate the MCS calendar/school schedule to SANDHILLS instructors and administrators at the beginning of each semester, including special events occurring on the campus which may impact scheduled CCP courses offered at North Moore High School.

**2.6 STUDENT PRIVACY.** In accordance with the confidentiality, disclosure, and re-disclosure of the Family Educational Rights and Privacy Act, other applicable federal and state laws, and SANDHILLS and MCBOE policies, procedures, and regulations, SANDHILLS will protect MCS's students' privacy and guard against the unauthorized release of identifying student information and student records, to the extent such information is within SANDHILLS' knowledge. MCS will ensure that an adequate waiver and/or consent is executed by the appropriate individual(s) authorizing SANDHILLS to possess and access student information and records for each MCS student who enrolls in College Courses through the CCP Program and will provide a copy of such waiver/consent to SANDHILLS. The Parties acknowledge that they may from time to time need to share confidential student information, particularly in regards to security and student discipline issues, with receiving parties permitted under these provisions and policies. The receiving Party shall be required to agree that any confidential information received pursuant to this MOU remains subject to the applicable federal and state statutes and regulations, and policies, and shall be maintained or disclosed only in accordance with the applicable federal and state statutes and regulations, and policies.

**3. FACULTY AND STAFF.** All College Courses will be taught by faculty members of SANDHILLS. MCBOE will employ and provide qualified CCP school counselors sufficient to manage the MCS students' enrollment in CCP College Courses. SCCBOT will employ and provide a qualified CCP liaison and an administrative support person for the CCP Program.

#### **4. COSTS.**

##### **4.1. TEXTBOOKS.**

- a) SCCBOT, through the Sandhills Community College Foundation (SCCF), will purchase up to \$300,000 in textbooks to be used free of charge by MCS students enrolled in CCP courses. MCBOE will reimburse the cost of the textbooks to SCCBOT by paying an annual sum of not more than \$60,000 per year over five (5) years to the SCCBOT/SCCF, with the exact annual amount of reimbursement to be determined based on the total cost of books purchased.
- b) SANDHILLS faculty will make a reasonable attempt to use the same textbook and edition for five years.
- c) Upon payment in full of textbook costs, the textbooks will become the property of MCBOE; until that time they will remain the property of the SCCBOT/SCCF.
- d) Textbook purchase, distribution and collection will be the joint responsibility of MCS-CCP school counselors (or designees) and SANDHILLS faculty and staff.
- e) Students will be responsible for their textbooks and must return them in good condition. Lost, defaced, or damaged textbooks as determined by SANDHILLS must be purchased by the student.

**4.2. TESTING FEES.** MCBOE agrees to reimburse SANDHILLS for student placement testing fees for each MCS student's first testing attempt at the same rate charged to traditional SANDHILLS students. MCBOE will reimburse the cost of testing fees by paying an annual sum of not more than \$7,000 per year, with the exact amount billed to be determined by the number of MCS students referred for testing by the MCS CCP Counselors.

**4.3. TUITION AND STUDENT FEES.**

- a) The amount of tuition per MCS student for Fall and Spring semesters will be \$0. Students and their families will be responsible for payment directly to SANDHILLS of any tuition and fees associated with enrollment in Summer semesters.
- b) MCS students may be responsible for payment of additional school fees, including but not limited to course materials fees and technology fees, directly to SANDHILLS. MCS students who cannot reasonably afford such additional fees may be offered scholarships that are funded by SCCBOT and/or MCBOE.

**4.4. NO ADDITIONAL FINANCIAL OBLIGATION.** MCBOE and SCCBOT acknowledge that each Party may incur additional in-kind costs in operating the CCP Program. Nothing in this MOU, however, shall be construed to create any additional monetary obligation on the part of either Party to the other, or any right or entitlement on the part of either Party to any compensation or request for funding from the other, except for those costs specifically provided for herein or otherwise agreed to in writing by the Parties.

**5. TERMINATION.** Either Party may terminate this MOU on ninety (90) days' 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 fiscal year during which the termination notice was given, unless otherwise agreed upon in writing by both Parties.

**6. USE OF NAMES AND MARKS.** Each Party will allow the other to use the following in its public relations communications about the CCP Program after they have been reviewed and expressly agreed upon by the Parties:

- a) the Party's name;
- b) the Party's logo;
- c) the Party's trademark; and
- d) the Party's servicemarks.



7. **BACKGROUND CHECKS.** 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. 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.

SANDHILLS requires that all contracts with Independent Contractors include a requirement of no student contact. Independent Contractors are required to register with the SANDHILLS Facilities Department to receive approval and a SANDHILLS badge in order to be on campus. For ongoing construction projects, meetings are held to review project progress as well as to ensure that there are no incidents of student interaction.

## 8. INSURANCE.

8.1 MCBOE will maintain and, upon the SCCBOT's reasonable request, provide documentation for the following risk management coverage or insurance:

- a) General Liability (claims made coverage): \$1,000,000/claim; \$2,000,000 period aggregate;
- b) Errors and Omissions: \$1,000,000/claim; \$2,000,000 period aggregate;
- c) Property: MCBOE will provide a certificate of liability insurance naming SCCBOT as additionally insured.

8.2 SCCBOT will maintain and, upon MCBOE's reasonable request, provide documentation for the following risk management coverage or insurance:

- a) General Liability (claims made coverage): \$1,000,000/claim; \$2,000,000 period aggregate;
- b) Errors and Omissions: \$1,000,000/claim; \$2,000,000 period aggregate;
- c) Property: SCCBOT will provide a certificate of liability insurance naming MCBOE as additionally insured.

**9. 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 MCBOE or the SCCBOT.

**10. MISCELLANEOUS.**

**10.1 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.

**10.2 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.

**10.3 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, Vice President of Academic Affairs  
Sandhills Community College  
3395 Airport Road  
Pinehurst, NC 28374

With copies to:  
Dr. John R. Dempsey, President  
Sandhills Community College  
3395 Airport Road  
Pinehurst, NC 28374

Ms. Linda Chandler, Dean of Instruction  
Sandhills Community College  
3395 Airport Road  
Pinehurst, NC 28374

Ms. Phyllis Dowdy  
Coordinator of High School Programs – Moore County  
Sandhills Community College  
3395 Airport Rd.  
Pinehurst, NC 28374

For MCBOE:

Mr. Bruce Cunningham, Chair  
Moore County Board of Education  
P. O. Box 1180  
Carthage, North Carolina 28327

With copies to:  
Dr. Robert Grimesey, Superintendent  
Moore County Schools  
P. O. Box 1180  
Carthage, North Carolina 28327

Mrs. Jennifer Purvis, Principal  
North Moore High School  
1504 North Moore Rd.  
Robbins, North Carolina 27325

Mr. Bob Christina, Principal  
Pinecrest High School  
250 Voit Gilmore Lane  
Southern Pines, North Carolina 28387

Mr. Andy McCormick  
Union Pines High School  
1981 Union Church Road  
Cameron, North Carolina 28326

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.

**10.4NO JOINT VENTURES.** This MOU does not and will not be considered to create a partnership or joint venture between SCCBOT and MCBOE. Neither Party will have the power to bind nor obligate the other, except as expressly provided herein.

**10.5 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.

**10.6 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.

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

**10.8 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.

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

**10.10 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.

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

**10.12 COUNTERPARTS.** This MOU may be executed by the Parties 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.

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

**10.14 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.

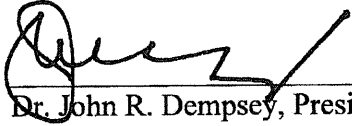
**10.15 NO THIRD PARTY BENEFITS.** There are no third party beneficiaries to this MOU.

[The remainder of this page is intentionally left blank. Signatures follow on next page.]

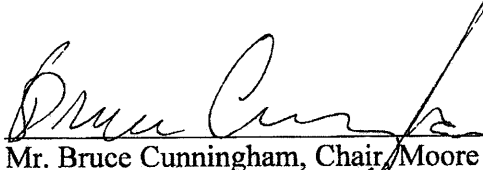
IN WITNESS WHEREOF, the Parties have executed this MOU under seal as of the date written below.

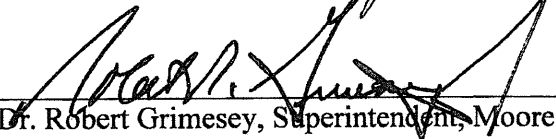
**SANDHILLS COMMUNITY COLLEGE BOARD OF TRUSTEES**

By:  8-3-2015  
George W. Little, Chair, Sandhills Community College Board of Trustees Date

 8/3/15  
Dr. John R. Dempsey, President, Sandhills Community College Date

**MOORE COUNTY BOARD OF EDUCATION**

By:  \_\_\_\_\_  
Mr. Bruce Cunningham, Chair, Moore County Board of Education Date

Attest:  8/10/15  
Dr. Robert Grimesey, Superintendent, Moore County Schools Date

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act.

 \_\_\_\_\_  
Finance Officer 8/12/15  
Date