

**Memorandum of Understanding  
between  
The Hoke County Board of Education  
and  
Sandhills Community College Board of Trustees  
concerning  
SandHoke Early College  
for  
March 1, 2015 through June 30, 2019  
and up to four (4) additional years**

07/01/14

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("Agreement") is made and is effective as of March 1, 2015 ("Effective Date") by and between Sandhills Community College Board of Trustees ("SCCBOT") and the Hoke County Board of Education ("HCBOE").

### **PARTIES**

SCCBOT is nonprofit corporation organized under the State of North Carolina which exists to operate an institution of higher education. The SCCBOT locates its primary office at 3395 Airport Road, Pinehurst NC 28374.

HCBOE is a governmental unit of the State of North Carolina which exists to operate a system of public schools in Hoke County, North Carolina. The HCBOE locates its primary office at 310 Wooley Street, Raeford, NC 28376.

Collectively, SCCBOT and HCBOE are referred to in this Agreement as "the Parties."

### **RECITALS**

WHEREAS, HCBOE seeks to operate a public high school which is designated "SandHoke Early College High School" and which offers the educational opportunities described in Attachment A;

WHEREAS, SCCBOT seeks to provide college courses to SANDHOKE students;

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 Agreement will be one (1) year and will commence on the Effective Date, unless sooner terminated in accordance with the terms and conditions of this Agreement ("Original Term").
- 1.2. Renewal Terms. This Agreement may be renewed for an additional term of one (1) year ("Renewal Term") as provided in Attachment A. The renewal will be memorialized in writing pursuant to §10.7.

#### **2. OPERATION OF THE SCHOOL**

- 2.1. HCBOE will operate a public high school with the official name of "SandHoke Early College High School" ("SANDHOKE").

- 2.2. HCBOE, in collaboration with SCCBOT, will make best efforts to admit and maintain a regularly enrolled body of students at the School.
- 2.3. SANDHOKE will provide the educational opportunities described in Attachment A.
- 2.4. Day-to-day management of SANDHOKE and the decision-making authority with regard to operational issues will be vested in the Principal of the School, subject to the supervision of HCBOE. Should any such issues directly affect Sandhills Community College (“SANDHILLS”), the Principal of the School will exercise this management and authority in consultation with and expressed written approval of the SANDHILLS’ liaison.
- 2.5. Policy decisions with respect to the School will be made by HCBOE. Should any such issues directly affect SANDHILLS, such decisions will be made in consultation with and expressed written approval of the Sandhills Community College President.
- 2.6. HCBOE will provide the high school curriculum for students enrolled in SANDHOKE and will assure that SANDHOKE students have the opportunity to fulfill all academic requirements for graduation from high school.

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

- 3.1. As further specified in Attachment A, SCCBOT will allow SANDHOKE students to enroll in college-level courses:
  - a) that are offered by SANDHILLS to students enrolled at SANDHILLS;
  - b) that are taught by faculty members of SANDHILLS; and
  - c) for which the SANDHOKE student has met all course pre-requisites that other SANDHILLS students are required to meet for that course.
- 3.2. The college-level courses provided in §3.1 will be referred to in this Agreement as “College Courses.”
- 3.3. SANDHOKE students will participate in the same process of registration, drop-add, and withdrawal (“Course Actions”) as other SANDHILLS students. HCBOE will supervise and monitor SANDHOKE students’ course actions.
- 3.4. While enrolled in College Courses, SCCBOT will treat SANDHOKE students as degree seeking students.
- 3.5. SANDHILLS will grade and/or evaluate SANDHOKE students and award them college credit for the College Courses they take as provided in Attachment A.

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

4.1. Student Privacy. In accordance with the Family Educational Rights and Privacy Act, other applicable federal and state laws, and HCBOE's administrative policies, SCCBOT will protect SANDHOKE students' privacy and guard against the unauthorized release of identifying student information and student records. HCBOE 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 SANDHOKE student who enrolls in College Courses.

#### 4.2. Student Safety.

- a) The parties acknowledge that SANDHOKE students will frequently be present on and moving about SANDHILLS campus with neither SANDHOKE's nor SANDHILLS' direct supervision.
- b) SCCBOT will take the same precautions to protect the safety of SANDHOKE students and assumes the same liability, if any, for such SANDHOKE students as the SCCBOT does for SANDHILLS' students.
- c) Should at anytime HCBOE deem that a SANDHOKE student has lost their privilege to attend classes on the SANDHILLS campus, the student will be allowed to continue to attending courses at the SCC,HOKE campus, to include enrollment in both high school and college courses for the purpose of completing the high school diploma requirements.

#### 4.3. Exceptional Children Under IDEA.

- a) HCBOE will be responsible for identifying any SANDHOKE student who qualifies for an Individualized Education Program ("IEP") under the Individuals with Disabilities Education Act.
- b) HCBOE will provide all counseling and additional services required by a SANDHOKE student's IEP.
- c) If so provided in Attachment A, when a SANDHOKE student is actively engaged in a College Course, SANDHILLS will, at the request of HCBOE and upon HCBOE's and the student's compliance with any SANDHILLS procedures, provide the student with reasonable accommodations called for by the student's IEP to the extent these accommodations are available for other SANDHILLS' students at the Pinehurst or Hoke campus.

#### **5. COSTS**

##### 5.1. Faculty and Staff.

HCBOE will employ and provide qualified faculty for high school courses at SANDHOKE, a qualified Principal for SANDHOKE, and qualified administrative personnel sufficient to manage the operations of SANDHOKE.

5.2. Textbooks. HCBOE will provide textbooks for SANDHOKE students enrolled in high school and college courses at SANDHOKE. These textbooks will remain the property of HCBOE.

53. Insurance or Risk Management Coverage.

- a) HCBOE will maintain risk management coverage as provided in Attachment A.
  - b) The provision of such coverage will not, however, affect, waive, or reduce any governmental or sovereign immunity protecting HCBOE or SANDHOKE, except to the extent required by applicable law.
  - c) SCCBOT will be responsible for all standard insurance coverage as it relates to the physical plant and programs owned and operated by SCCBOT.
- 5.4. Other Costs. HCBOE will be responsible for all other costs of operating SANDHOKE but will not be obligated to pay any additional costs to SCCBOT unless specially agreed to by the Parties or provided in Attachment A.

**6. CLASSROOM FACILITIES**

- 6.1. The parties will allow the continued use of jointly identified suitable classroom facilities for the students who are or will be enrolled at SANDHOKE. This may include modular classroom facilities owned by HCBOE which are located on the Hoke Center Campus in accordance with SANDHILLS requirements.
- 6.2. The parties will make good faith efforts to make such classroom facilities available for use by SANDHOKE on or before the date provided in Attachment A.
- 6.3. During each semester, SCCBOT will make the classrooms reasonably available to HCBOE employees of SANDHOKE.

**7. ADDITIONAL PROVISIONS.**

- 7.1. Any additional provisions provided in any attachment to this contract are incorporated herein by reference.
- 7.2. Where these additional provisions are more specific than or in conflict with the provisions in this Memorandum of Understanding, the additional provisions will govern.

**8. TERMINATION**

- 8.1. The Parties acknowledge that:
  - a) terminating this Agreement, in part or in whole, would materially and adversely affect SANDHOKE students' education, including their ability to graduate from high school; and
  - b) HCBOE is uniquely dependent on SCCBOT's continued and uninterrupted provision of services under this Agreement in order to meet its constitutional obligation to provide SANDHOKE students with the opportunity for a sound basic education.

8.2. The Parties therefore agree that neither party may terminate this Agreement during its term, except that either party may terminate this Agreement on 45 days written notice if it becomes reasonably apparent that adequate funding for either Party from federal, state or local sources will not be adequate to enable the Parties to fulfill their financial obligations.

## 9. CONTRACT TRANSFER.

9.1. Neither party to this Agreement may assign, subcontract, or otherwise transfer any interest in or right or obligation under this Agreement without having first obtained the prior written consent of the other party.

## 10. MISCELLANEOUS

10.1. Expenses. Except to the extent that this Agreement expressly provides otherwise, the parties to this Agreement will bear their own respective expenses incurred in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement 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 Agreement and the transactions for which it provides and contemplates.

10.3. Notices.

a) *Transmission*. 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, facsimile, certified, registered or express mail, or by Federal Express.

b) *Effective Date*. If any such notice is transmitted by hand 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.

c) *Identified Contact Persons*. To be effective, notice must be sent to all individuals identified in Attachment A as contact persons for the party to which the notice is sent.

d) *Change In Contact Person*. Either party may change the contact person(s) identified in Attachment A at any time and from time to time by giving notice to the other party in accordance with this §10.3.

10.4. No Joint Ventures. This Agreement does not and will not be considered to create a partnership or joint venture between SCCBOT and HCBOE. Neither party will have the power to bind nor obligate the other except as expressly provided herein.

- 10.5. Entire Agreement. This Agreement contains the entire formal agreement between the Parties with respect to SANDHOKE and supersedes all prior agreements, discussions, negotiations, or understandings, whether written or oral, and whether previous or parallel to this Agreement.
- 10.6. Waivers.
- a) The terms of this Agreement 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 Agreement.
- 10.7. Amendments. This Agreement may be amended, superseded, terminated, renewed or extended only by a written instrument signed by both Parties.
- 10.8. Governing Law. This Agreement 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 Agreement 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 Agreement 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 nor 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 Agreement 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 Agreement are for reference only and will not affect the interpretation of this Agreement.
- 10.14. Severability of Provisions. If any provision of this Agreement, 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 Agreement, 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. Review. This Memorandum of Understanding (MOU) will be reviewed by representatives of the HCBOE and SCCBOT annually. Deletions and/or additions to the MOU will be finalized and approved by HCBOE and SCCBOT no later than April 1<sup>st</sup> of each year.

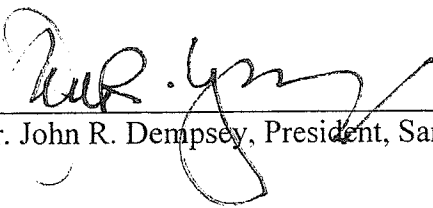
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IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first above written.

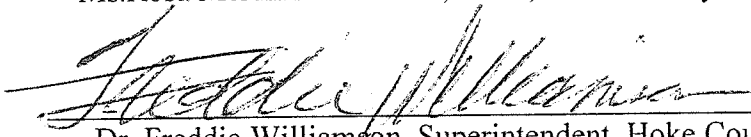
**SANDHILLS COMMUNITY COLLEGE BOARD OF TRUSTEES**

By:  3-3-15  
George W. Little, Chair, Sandhills Community College Board of Trustees Date

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

**HOKE COUNTY BOARD OF EDUCATION**

By:  8/4/15  
Ms. Rosa McAllister-McRae, Chair, Hoke County Board of Education Date

 8/4/15  
Dr. Freddie Williamson, Superintendent, Hoke County Schools Date