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TO: Board of Education

FROM: Dale Ellis

DATE: August 5, 2019

SUBJ: Montgomery County Early College MOU (CONSENT AGENDA ITEM)

Please find attached an updated Memorandum of Understanding for the operation of the Montgomery County Early College. There have been no substantive changes to the original MOU. We have found that the MOU, along with MCEC in general, has been very effective. We wish to continue with an extension of the existing processes and protocols. This item will be on the consent agenda for your approval.

Montgomery County Early College High School (MCEC) AGREEMENT

The parties to this Agreement are the Montgomery County Schools Board of Education (hereinafter MCS) and the Montgomery Community College Board of Trustees (hereinafter MCC or “college”)

This Agreement states the terms and conditions for the establishment and operation of the Early College High School (hereinafter MCEC or "the high school"), a highly supportive and academically challenging learning environment for students underserved in a traditional high school setting and underrepresented in the Science, Technology, Engineering, Arts and Mathematics (STEAM) disciplines.

RECITALS

- A. The parties intend that the MCEC will be a distinct school with its own students and programs. The intention is for MCEC to be a 4/5-year program serving grades 9-13.
- B. MCC is a constituent institution of the NC Community College System
- C. MCEC is not a department, division, or unit of MCC.
- D. Throughout the term of this Agreement, the two parties maintain their separate legal identities and programs.
- E. The parties intend to align both talent and resources as appropriate and as practicable to promote the MCEC mission.
- F. The party's relationship will be governed by North Carolina General Statute 115C- 238.50, Flexibility for High School Innovation and UNC Policy 400.6.1 [R], as that regulation may be from time to time revised.

TERMS AND CONDITIONS

The MCEC will be a public high school under the authority of MCS. All federal, state, and local laws applicable to public high schools, unless granted a waiver by the State Board of Education, will be applicable to the MCEC.

I. MCEC Staffing:

- 1. The principal of the MCEC will be appointed by MCS and will have executive authority over the high school programs and activities. The principal will select and supervise qualified and certified teachers to provide courses for the high school programs. MCS will compensate the principal, teachers and high school staff of the MCEC.
- 2. The individuals occupying these positions shall be employees of MCS, not MCC. MCC will offer and provide, for consideration during annual reviews, input regarding the job performance of the principal, faculty, and staff to the appropriate MCS supervisor related to managing elements of joint operations.

3. MCC will appoint and fund a Community College/High School Liaison ("Liaison"). The Liaison will be a MCC employee and not an employee of MCS. MCS, including the MCEC principal, will offer and provide input in the evaluation of the Liaison with regard to the elements of joint operations.
4. MCC Employee Background Checks:
MCC agrees to conduct criminal background checks on each college employee who works within the MCEC designated area while students are on the MCC campus, including but not limited to custodians, maintenance workers, administrators, clerical staff, any volunteers, and in general all persons reasonably likely to have contact with students. Independent contractors who intend to work for MCC will not be allowed in the MCEC designated area unless they are bonded or receive a clean CBC report. Such checks must be completed prior to the employee or independent contractor beginning work at MCC. MCC will not allow any employee or independent contractor into the MCEC designated area whose criminal background check is not free of criminal convictions that indicate that the individual poses a threat to the physical safety of students or MCS personnel.
5. MCC agrees to conduct checks on the lists or registries currently specified in NCGS 15C-332.1 to determine if MCC employees working within the MCEC facility are on such lists or registries, and ensure that MCEC students, while within the MCEC facility, will not have direct interaction with any MCC employees listed on such lists or registries.
6. The parties acknowledge that pursuant to General Statute 14-208.18, it is unlawful for some persons required to register as a sex offender under North Carolina law to knowingly be within 300 feet of any location intended primarily for the use, care or supervision of minors, when the place is located on premises that are not intended primarily for the use, care, or supervision of minors. Violation of this statute is a felony.
7. MCS and MCC intend to provide mutual professional development opportunities to faculty as time and resources permit. Faculty from either organization are encouraged to attend when pertinent.

II. MCEC Operations:

1. Day-to-day management of MCEC and decision-making authority with regard to programmatic operational issues is vested in the principal of the MCEC, subject to the advice and consent of the Superintendent and MCS. Policy decisions with respect to the operations of the MCEC are made by MCS. Should any such issues directly and substantially affect MCC, MCS or its designee will consult with the MCC Liaison or appointee.
2. An advisory committee comprised of representatives from MCC and MCS will meet on a regular basis to evaluate instructional and programmatic activities, identify problems, challenges, and concerns, and make recommendations regarding more effective coordination and collaboration. Membership expansion of the committee will be mutually agreed upon by MCS and MCC.

3. All federal, state, local and MCS requirements for public high schools will be followed, met and paid for by MCS including but not limited to curriculum, instructional calendar, transportation, provision of meals, provision of health services, including counseling, compliance with laws and regulations governing the education of students with disabilities, compliance with federal laws governing privacy of student records, and compliance with state laws governing the health and safety of minors and discipline.
4. MCS is responsible for all instructional and office supplies for the principal, teachers, counselors, and high school staff. Any supplies or equipment provided for the MCEC by MCS will remain the property of MCS.

Academic Calendar

5. In accordance with NCGS 115C-84.2, MCEC shall provide instruction each school year for at least (i) 185 days or (ii) 1025 hours during 9-10 calendar months, according to the instructional calendar for MCEC adopted by the Board of Education.
6. MCS will make all reasonable efforts to adopt an instructional calendar for MCEC that will follow the MCC academic calendar. MCS agrees to annually utilize the standing calendar waiver from the State Board of Education allowing it to adopt a calendar for MCEC that aligns with the MCC academic calendar.
7. Neither party shall have control over the other party with respect to its hours, times, employment, etc.; however, consideration will be made for students that must ride the bus to attend classes at MCC. Appropriate alternative/make-up assignments will be permitted when students are absent from class when MCS is not in session, MCS weather delays, and MCS early release days.
8. MCC will make decisions regarding weather-related closings independently of any such decisions by MCS. If MCC is closed or working on a reduced schedule, any services provided to MCEC under this or any other Agreement may be suspended or reduced; however, the building may remain available for MCEC students/staff. If school closed time due to weather, students will have the ability to make up MCC classes and/or coursework.

Information Technology

9. MCS will be responsible for ensuring compliance with restrictions to Internet access as required for public schools in North Carolina.
10. MCC's Office of Information Technology will provide support to the MCEC and work in collaboration with the MCS's Technology Department.
11. MCS will provide all IT infrastructure and wired/wireless access for MCS faculty, students, and staff. MCC will provide classroom peripherals (projectors) and telephone services needed for MCEC.

12. MCEC faculty, staff, and students will be issued MCC identification cards that indicate they are affiliated with the MCEC and are required to possess these cards while on campus.

Media and Public Relations

13. All public inquiries regarding admissions, programs, or operations of the MCEC shall be referred to the appropriate MCS administrator and/or public relations officer with timely notification of such inquiries or public information releases to MCC.

Parking

14. Parking will be accessible for MCEC faculty, staff, and students except when parking access may be altered due to special events. MCEC students who park on campus must follow parking regulations established by MCEC and as outlined for currently enrolled MCC students. Bus parking will be designated based on a mutually agreed upon location.

Food Service

15. Routine breakfast and lunch food service for students at the MCEC will be provided by MCS. MCS will distribute meals and students will consume meals at a mutually agreed upon location.

III. Funding and Finances:

1. MCS, MCC, and the Montgomery Foundation will jointly fund the purchase of college level textbooks and/or other assigned course materials for MCEC students up to a mutually agreed amount. College textbooks must be used for at least 6 semesters, when at all possible, unless mutually agreed that a new book must be purchased.
2. Tuition and Fees. MCC will waive tuition and fees for MCEC students enrolled in college courses based on courses agreed upon.

IV. Student Recruitment and Enrollment:

1. The MCEC will enroll at least 100 students by the first year of operation (i.e. the 2017-2018 academic year) so that it is a recognized high school by NCDPI; provided that the head count may be modified by NCDPI upon recommendation of MCS. However, notwithstanding the foregoing; or any other provision of this Agreement, a target enrollment of 50 students per grade level for a total enrollment of 250 students will not exceed 260 without the express mutual consent of all parties to this Agreement.
2. Applicants to the MCEC must complete an application mutually developed and approved by representatives of MCS and MCC.

3. Selection of MCEC students will be made using the MCS student assignment portal and lottery. Students applying to MCEC must enter the lottery and meet all established eligibility criteria. Eligibility criteria will be established by an admissions committee. The primary focus of the MCEC is to establish a highly supportive and academically challenging learning environment for students underserved in a traditional high school setting and underrepresented in the Science, Technology, Engineering, Arts, and Mathematics disciplines.
4. Students participating in the MCEC will be identified and tracked in Colleague at MCC (Colleague is the college's administrative software that maintains financial, student, financial aid and human resources data) and will be placed in a unique category for Early College High School (ECHS) students.

V. Students with Disabilities:

1. MCS will ensure the implementation of the Individualized Education Program (IEP) or Section 504 plan for students with disabilities eligible under the federal Individuals with Disabilities Education Improvement Act (IDEA) or Section 504 of the Rehabilitation Act for all high school classes offered at the MCEC.
2. In accordance with Section 504, eligible students with disabilities enrolled in college level courses who desire accommodations must register with the MCC Office of Disability Services. Students who register with the Office of Disability Services will be provided college level accommodations for their college classes.

VI. Student/ Staff Conduct and Welfare:

1. MCEC students who are enrolled in MCC classes, and all MCEC students, faculty and staff, while in MCC facilities, on MCC property or in MCC classes, will comply with all state and local laws and applicable MCC regulations and policies. Failure to follow these proscriptions will subject the individual to the disciplinary procedures of MCC and may result in suspension, expulsion, and/or being trespassed from MCC. In such cases, all procedural rights will be provided by and in accordance with the policies of MCC.
2. Likewise, while participating in the MCEC program, the students, faculty and staff of the MCEC will comply with all state and local laws, and applicable MCS regulations and policies, in particular, the MCS Code of Student Conduct. Failure to follow these provisions will subject the individual to the disciplinary procedures of MCS and, for students, may result in suspension or expulsion from the MCEC program and/or from MCS. MCS will adopt any rules necessary to its governance of the school, provided that those rules will not be inconsistent to those in force at MCC. In the event of any conflict between applicable MCC policies and MCS policies, the parties will work on good faith to resolve any such conflicts.

3. Students are subject to the MCS Code of Student Conduct. Students may be suspended or removed from the program by the MCEC principal for violation of rules or regulations of MCS, according to the MCS policies and regulations for revoking a student's enrollment in a school and according to federal, state and local laws and policies governing student disciplinary procedures. MCC may not reject such disciplinary decisions or determinations; however, the MCEC principal may seek advice from MCC officials prior to making these decisions.
4. Any future enrollment at MCC is contingent upon separate admission to the regular college program.
5. If a MCEC faculty, staff, or student experiences an illness or accident while attending college classes or functions, incident response will follow MCC protocols.

VII. Confidentiality of Student Information:

1. All student records made or received in the course of performing this Agreement are subject to the confidentiality, disclosure, and re-disclosure provisions of applicable federal and state statutes and regulations. All MCEC student records and any required access log will be maintained by MCS. MCC must maintain student records for courses taken at the MCC.
2. MCC considers the MCS principal, faculty and staff at the MCEC as MCC "school officials" for the purposes of the Family Educational Rights and Privacy Act (FERPA) and MCC Policy 402, but only with respect to records of MCEC students taking classes at MCC. MCS officials along with the Liaison are responsible for talking with high school students along with their parents/ guardians about FERPA and providing them with the Student Consent Form for Access to Education Records.

VIII. Curriculum and Matriculation to MCC:

1. MCC must provide selected college-level courses for the students enrolled in the MCEC. MCC faculty will teach these courses. MCC is fully responsible for the compensation of any College faculty member whose classes include MCEC students.
2. MCS will ensure that all students enrolled in the MCEC are provided with courses that meet the minimum course requirements for admission to the University of North Carolina, provided that upon recommendation of MCS, the Board of Governors of the University of North Carolina may waive these requirements.
3. Successful completion of these MCC courses will entitle the student to academic credit at the college-level.

4. Students must meet with the MCEC counselor, career development coach, and/or MCC Advisor/Liaison before registering for any MCC classes for the following term. Once registration is completed and verified by the Liaison or designee, MCEC students will not be allowed to modify their schedule or drop classes unless special circumstances warranted an exception by the MCEC counselor. The MCEC counselor/principal will be provided with an MCC EVAL for each student at least once a year.
5. MCC will keep the MCEC abreast of students in jeopardy of failing a class and provide numerical grades for the purpose of calculating district GPAs. Semester grades and grading policies are outlined in each instructor's course syllabus. MCEC personnel are responsible for advising MCEC students concerning academic progress in the course's high school component. Students must attend 80% of all MCC classes. Appropriate alternative/make-up assignments will be permitted when students are absent due to school sanctioned activities (sports, field trips, early release days, weather delays, etc.).
6. It is assumed that a vital part of every student's education is regular attendance of class meetings. MCEC and MCS faculty members must keep a current attendance record on all students in compliance with MCS and MCEC attendance policies.
7. Awarding Credit for Courses. The College will award credit for courses for which courses have been agreed upon and have been approved. These courses shall have been evaluated and approved through the office College curriculum approval process in accordance to state requirements and shall be at a more advanced level than courses taught at the high school level.

IX. Facilities:

1. During the terms of this agreement the MCEC will be located on property owned or controlled by MCC.
2. MCC will be responsible for providing utilities (e.g., electrical, water, sewer), telecommunication connectivity and operations, grounds maintenance, building maintenance, trash removal services, and custodial services and supplies.
3. MCEC faculty, staff and students will be provided limited and controlled access to the MCC facilities, including the MCC library. Access to the library, public spaces and classroom buildings for students enrolled in MCC classes shall be the same as provided to MCC students. Reasonable monitoring of the students' compliance with access to facilities and Internet access will be the responsibility of the school principal.
4. MCEC will be allocated classroom spaces, office spaces, lunch service space, and storage areas as mutually agreed upon by MCS and MCS. MCEC access to areas for assemblies, testing, outdoor recreation, and conference rooms will also be assigned when needed as mutually agreed upon by MCS and MCC.
5. All MCEC students, faculty and staff must abide by MCC policies and regulations concerning its facilities as well as any restrictions required by MCC and MCS.

6. MCC and MCEC will work collaboratively to complete any safety drills (e.g., fire, tornado, lock down) as required by law and to prepare students and staff in case of an emergency. MCEC will serve on MCC's safety committees as mutually agreed upon by MCS and MCC.
7. If any MCEC student, instructor, or administrator should experience an accident or sudden illness while on the premises of MCC, the response to such incidents will be based upon operating MCC regulations, guidelines, and procedures as well as other agreements between MCS and MCC that have been executed for specific issues.

X. Terms of Agreement:

1. This Agreement is effective from July 1, 2019 to June 30, 2021. During the term of this Agreement, it may be amended or supplemented by mutual written consent of both MCS and MCC. The parties are committed to securing additional funding to support MCEC beyond the initial term of this agreement. To this end, the parties will initiate and jointly conduct a program/facility review during the fourth year of this agreement, to be completed by the end of the fifth year of the agreement. Based on that program/facility review, the parties will either commit to designing, siting, funding and constructing a permanent MCEC facility or proceed to terminate this agreement pursuant to section XI below.

XI. Termination:

1. MCS and MCC each reserve the right to terminate this agreement upon 90 days' written notice to the other party. If notice of termination is served during the MCES academic year, the termination will not become effective until the day after the last day of the academic year. Notification must allow for the completion of the current academic year and one subsequent academic year.
2. If this Agreement is terminated, it shall have no adverse effect upon the students already admitted to MCC after completion of the MCEC degree.

XII. Liability:

MCS and MCC are each responsible for the negligence or intentional harm caused by its employees; however, nothing in this section may be construed to waive any defense of sovereign immunity which might otherwise be available to MCS or to MCC; provided further that nothing in this section may be construed to limit the rights of the Attorney General of North Carolina to bring claims for or to defend claims against MCC.

XIII. Force Majeure:

If the performance of the obligations under this Agreement, other than obligations involving the payment of money, is prevented by reason of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages sustained and have no further recourse against the other party. Force Majeure means fire, earthquake, hurricane, flood, act of God, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government, or governmental agency or authority, or any other cause like or unlike any cause mentioned that is beyond the control of a party that has the obligation.

XIV. Severability:

Unless otherwise expressly provided herein, the rights of the parties hereunder are severable several rights, not rights jointly held with each other or with any other party. Any invalidity, illegality, or limitation of the enforceability of any party of this Agreement, whether arising by reason of law or otherwise, shall in no way affect or impair the validity, legality, or enforceability of this Agreement in all other respects.

XV. Assignment:

This Agreement may not be assigned or subcontracted, in whole or in part, without written agreement of all parties, but if the same is assigned by agreement, it is binding in all respects on the assignee.

XVI. Notices:

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, the notice shall be effective 'when sent'. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service, addressed appropriately to the intended recipient as follows:

If to MCS:
Superintendent
Montgomery County Schools
PO Box 427
Troy, NC 27371

If to MCC:
President
Montgomery Community College
1101 Page Street
Troy, NC 27371

XVII. Governing Law:

This Agreement and the rights and obligations of the parties hereto are governed by and are to be construed and enforced in accordance with the laws of the State of North Carolina without regard to any principles of conflicts of laws that would make applicable the law of any other jurisdiction.

XVIII. Entire Understanding:

This Agreement contains the final expression of the parties' intent and sole and entire understanding between MCS and MCC with regard to the subject matter of this Agreement. Any statements, representations, discussions, or documentation, whether made prior to or contemporaneously with the execution of this Agreement, are merged into this Agreement and this Agreement fairly and comprehensively memorializes the final negotiated agreement between the parties. The Agreement may not be modified or amended in any manner except in writing signed by both parties hereto. The Agreement may be renewed at the end of the Initial Term specified upon such terms as the parties agree.

Affirmation of Support:

We affirm that we have read and approved this Agreement to operate the Montgomery County Early College High School, and we are prepared to support all assurances and program commitments made in this agreement.

Montgomery County Schools Board of Education

By: _____

Superintendent

Montgomery Community College

By: _____

President