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TO: Board of Education

FROM: Dale Ellis

DATE: December 3, 2018

SUBJ: ACTION ITEM (CTE Building MOU)

Please find enclosed a copy of the Memorandum of Understanding for the operation of the shared CTE Building with Montgomery Community College. I will give a brief overview of the document and I recommend its approval.

I am available to answer any questions you might have.

Montgomery County Schools CTE Building
Memorandum of Understanding
August 7, 2018

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 Joseph Reese Blair Technical Education Center (hereinafter CTE Building) a highly supportive and academically challenging learning environment for all students.

RECITALS

1. The CTE Building is wholly owned by the County of Montgomery and is part of a facility and grounds being leased to MCS for the purpose of secondary education and was built beside the community college for the sole purpose of providing MCS and MCC students state of the art facilities to develop job ready skills.
2. The parties intend that the CTE Building is to be utilized by MCS and MCC to provide career ready job skills for both high school and college students; that any programming is tied to a North Carolina Career Cluster that may lead to a post-secondary diploma or degree awarded by MCC; that any diploma and degree awarded is accompanied by the necessary career guidance to ensure students have either direct work/career plans after graduation or pathways to more specialized university education.
3. MCS will partner with MCC to align instructional plans with industry needs to develop operational components under the terms outlined herein.
4. MCC is a constituent institution of the NC Community College System.
5. MCS is the K-12 educational provider for Montgomery County.
6. Throughout the term of this agreement, the two parties maintain their separate legal identities and programs.
7. The parties intend to align both talent and resources as appropriate and as practical to promote the CTE Building mission.

TERMS AND CONDITIONS

1. Supervision
 - a. Building Governance
 - i. The Facility is to be maintained by MCS with operations and programming governed by the collaborative agreements of MCS and MCC to align instruction to industry need.
 - b. CTE Building Operations Committee (hereinafter Operations Committee)
 - i. An Operations Committee comprised of representatives from MCS and MCC will meet bi-monthly to evaluate instructional and programmatic activities, identify problems, challenges, and concerns, and make

recommendations regarding more effective coordination and collaboration. Membership of the committee will be mutually agreed upon by MCS and MCC senior administration. The Operations Committee will be co-chaired by the MCS Superintendent and MCC President, both of whom will regularly attend such meetings. Other committee members will include, but not be limited to MCC's Vice President of Instruction and Dean of Industrial/Engineering programs as well as MCS's Assistant Superintendent for Learning and Director of Secondary Education. Minutes of Operations Committee meetings will be provided to each governing Board.

- ii. Pursuant to state CTE legislation; The MCS Business Advisory Council recommendations must be considered by the MCS/MCC Operations Committee when determining instructional and programmatic changes.

- c. K-12 and College Laws, Rules, Etc.

- i. All federal, state, local and MCS/MCC requirements for public high schools and dual enrollment programs will be followed, met and paid for by the appropriate entity 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.

2. Staffing and Management

- a. The Operations Committee will oversee the following areas:
 - i. Scheduling of courses and instructors
 - ii. High School and College programs offered at the CTE Building
 - iii. Coordination of Academic Calendars
 - iv. Adherence to MCC and MCS policies and procedures
- b. MCS will fully fund a Facility Manager to oversee the daily operations and maintenance of the Central High School and CTE Building facilities
 - i. The Facility Manager will oversee the maintenance, IT, and custodial staff assigned by MCS to the building operations
 - ii. MCS will provide the full cost for such staff for the successful daily operation of the building
- c. MCC will provide a Dean of CTE Instruction to work with MCS personnel.
 - i. The goal of this position will be to ensure that students at the CTE facility have adequate options for advanced coursework in vocational and technical fields.
- d. Faculty and Staff
 - i. MCC and MCS will hire faculty to support the academic needs of the CTE Building. All faculty employed at the CTE building will report to the supervisor assigned by the employing agency.

1. Where limited by law or regulation, each entity will individually hire faculty to teach at the CTE Building.
 2. Where allowable, faculty will be hired by MCC to serve both the K-12 and college instructional needs in the CTE Building.
 3. Where allowable, faculty will be hired by MCS to serve K-12 students in programs that align with industry needs.
- ii. Support staff, if needed, will be hired and employed by the appropriate entity that they serve. The cost of such employees will be assumed by the entity that the position serves.
- e. Individuals occupying building
 - i. MCS and MCC employees are allowed to access the CTE building as needed to perform their duties.
 - ii. Visitors and guests in the building will be allowed when supervised by an MCS, or MCC faculty member, or when performing specific duties requested by the MCS Superintendent, MCC President, or Facility Manager.
 - iii. All visitors will need to sign in before entering the building.
 - f. Employee Background Checks:
 - i. MCC and MCS agree to conduct criminal background checks on each employee who works within the CTE Building while classes are in session, 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 or MCS will not be allowed in the CTE Building unless they are bonded or receive a clean CBC report. Such checks must be completed prior to the employee or independent contractor beginning work. MCC and MCS will not allow any employee or independent contractor into the CTE Building 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 personnel.
 - ii. MCC and MCS agree to conduct checks on the lists or registries currently specified in NCGS § 15C-332.1 to determine if MCC or MCS employees working within the CTE Building on such lists or registries, and ensure that students, while within the facility, will not have direct interaction with any MCC or MCS employees listed on such lists or registries.
 - iii. 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.
 - g. ID Cards

- i. MCS and MCC faculty staff will be issued MCC or MCS identification cards that indicate they are affiliated with the CTE Building and are required to possess these cards while on campus.
 - h. Keys
 - i. MCC and MCS maintenance personnel will be provided master keys for the CTE building. The Facility Manager will distribute keys to faculty and staff as appropriate for the operation of the building.
- 3. Funding & Finances
 - a. Building
 - i. Funding for the CTE Building will come from a loan provided by the Department of Agriculture. Loan payments for the building will be paid by Montgomery County on behalf of Montgomery County Schools.
 - b. Maintenance
 - i. Routine building maintenance will be conducted by employees of MCS and MCC. MCS and MCC will share responsibility for paying for any major repairs or maintenance to the CTE building. Equipment owned by MCC will be maintained by MCC and equipment owned by MCS will be maintained by MCS.
 - c. Faculty and Staff
 - i. Funding for faculty and staff in the CTE building will be provided by the entity (Either MCS or MCC) who receives financial support for the work done or classes taught by the respective employee.
 - ii. MCC will request funding from Montgomery County to support hiring any needed faculty and staff during the first year of operation. This request will be made because community colleges are funded on a previous year enrollment model and the college does not have sufficient funding to support the first year of operations for this project.
 - d. Technology
 - i. Technology (cabling, phones, etc.) deemed to be attached to the facility are the responsibility of MCS; instructional technology deemed not part of the facility is the responsibility of each entity owning the equipment.
 - ii. MCC information technology personnel will have appropriate access to the technology infrastructure to perform tasks related to instruction offered by MCC.
 - e. Equipment / Furniture (desks, tables)
 - i. FF&E deemed to be attached to the facility is the responsibility of MCS; FF&E deemed to be instructional and not attached to the facility is the responsibility of the entity owning the equipment.
 - f. Supplies
 - i. MCS will provide janitorial and maintenance services and supplies; MCC and MCS will provide instructional supplies for those courses where financial support is provided.
- 4. Tuition & Fees

- a. Tuition and Fees. MCC will waive tuition and fees for MCS students enrolled in college courses.
 - b. MCS, MCC, and the Montgomery Community College Foundation will jointly fund the purchase of college level textbooks and/or other assigned course materials for CCP 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.
 - c. An emphasis will be placed on use of open source teaching materials, where appropriate, to reduce the annual cost of textbooks.
- 5. Food Service
 - a. Vending
 - i. MCC will maintain the vending contract for the CTE building.
 - ii. Vending revenues will be held in a specialized fund by MCC and used to support the needs of the CTE building and associated programs.
- 6. Maintenance
 - a. MCS 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.
 - b. MCC and MCS will work collaboratively to complete any safety drills (e.g., fire, tornado, lockdown) as required by law and to prepare students and staff in case of an emergency.
 - c. If any MCC or MCS student, instructor, or administrator should experience an accident or sudden illness while on the premises, the response to such incidents will be based upon operating MCS/MCC regulations, guidelines, and procedures as well as other agreements between MCS and MCC that have been executed for specific issues.
 - d. Work Orders
 - i. Work orders will be submitted by MCS and MCC staff to the Facility Manager, who will oversee their completion.
 - e. Storage
 - i. Storage space will be allocated based upon square foot utilization. Initial distribution of storage space will be determined by MCC and MCS prior to building occupancy. Ongoing space allocations will be determined by the Operations Committee with input from the Facility Manager.
 - f. Office Supplies
 - i. Office supplies in common areas will be purchased by MCS. Each entity will use a coding system to track usage and MCC will be charged a pro-rata share of office supply expenses.
 - g. Security
 - i. MCS will own and operate any electronic security systems on campus. MCC will be granted administrator access to such systems.

- ii. MCS will provide an SRO during daytime hours. MCC will provide security during evening hours. Security for special events will be provided by the entity hosting the event.

7. Calendars

a. Academic Calendar

- i. In accordance with NCGS 115C-84.2, MCS 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 MCS adopted by the Board of Education.
- ii. Neither party shall have control over the other party with respect to its hours, times, employment, etc.
- iii. Any disputes that arise will be resolved by the Operations Committee.

b. Building Access

- i. MCC and MCS employees will have reasonable access to the building during normal operating hours and contingent on their employment needs.

c. Operational Hours

- i. The daily operational hours for the CTE building will be 7:15 am until 5:00 pm. Evening hours will be from 5:00 pm until 11:00 pm. Weekend and holiday hours will be posted as appropriate.

d. Closures

- i. School closings will be determined by each entity independently. However, consideration will be made for high school students enrolled in college courses who may not be able to attend class when MCS bus routes are not in service.
- ii. Students will be allowed to make-up work when college classes are missed due to MCS closures.

e. Special Events

- i. The Facility Manager will oversee the coordination and operation of any special events at the CTE Building.

f. Scheduling Procedures

- i. The Operations Committee will coordinate scheduling of all MCC and MCS courses.

8. Student/ Staff Conduct and Welfare

a. Codes of Conduct

- i. MCS students who are enrolled 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 removal from MCC. In such cases, all procedural rights will be provided by and in accordance with the policies of MCC.
- ii. Likewise, the students, faculty and staff of MCS 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 MCS or MCC courses or programs and/or from MCS or MCC. In the event of any conflict between applicable MCC policies and MCS policies, the parties will work in good faith to resolve any such conflicts through the Operations Committee.

b. Disability

- i. 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 CTE Building.
- ii. 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.

9. Confidentiality of Student Information

- a. 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 MCS student records and any required access log will be maintained by MCS. MCC must maintain student records for courses taken through MCC.
- b. MCC considers the MCS faculty and staff "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 MCS students taking classes through MCC. MCS officials along with the Coordinator of Educational Partnerships 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.
- c. Disclosure
 - i. Confidential information will only be disclosed in accordance with MCC and MCS policies and procedures, North Carolina General Statutes, or Federal Law.

10. Information Technology

- a. Internet connectivity
 - i. MCS will be responsible for ensuring compliance with restrictions to Internet access as required for public schools in North Carolina.
- b. Access
 - i. MCC's Office of Information Technology will provide support to MCS and work in collaboration with the MCS's Technology Department with respect to technology operated in the CTE Building.
- c. Security
 - i. MCC and MCS Information Technology staff will maintain security adequate to ensure protection of college/school related information, networks, and equipment.

- d. Software
 - i. MCC and MCS will be responsible for maintaining program specific software.
- e. Devices
 - i. A guest network will be provided for MCC students and guests.
 - ii. Personal devices will be allowed in the CTE Center, but users must abide by MCC and MCS technology use procedures.
- f. Phones
 - i. MCS will provide a VOIP phone system for the CTE building.
 - ii. MCC faculty and staff have authorization to use phones in CTE building as needed to facilitate their duties.

11. Media and Public Relations

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

12. Parking

- a. Parking will be accessible for MCS and MCC faculty and staff except when parking access may be altered due to special events. Students who park on campus must follow parking regulations established by MCS and as outlined for currently enrolled MCS students. Stickers will be issued to faculty and staff by MCS or MCC as appropriate. Students will be issued parking stickers for the entity with which they are currently enrolled.

13. Student Recruitment and Enrollment (Curriculum)

- a. Program Determination
 - i. Program offerings will be determined by each entity to meet their needs and the needs of the local industries.
- b. Awarding Credit
 - i. MCC must provide college-level courses for the students enrolled in dual enrollment programs. MCC faculty will teach these courses. MCC is fully responsible for the compensation of any College faculty member whose classes include MCS students.
 - ii. MCS will ensure that all students enrolled with MCC 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.
 - iii. Successful completion of these MCC courses will entitle the student to academic credit at the college-level.
 - iv. Students must meet with a MCS counselor, career development coach, and/or MCC Coordinator of Educational Partnerships before registering for any MCC classes for the following term. Once registration is completed and verified by the Coordinator of Educational Partnerships or designee, MCS students will not be allowed to modify their schedule or drop classes unless special circumstances warrant an exception by the MCS counselor.

- v. MCC will keep MCS 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. MCS personnel are responsible for advising MCS students concerning academic progress in the course's high school component. Students must attend 80% of all MCC classes. Alternative/make-up assignments will be permitted when students are absent due to school sanctioned activities (sports, field trips, etc.).
 - vi. It is assumed that a vital part of every student's education is regular attendance of class meetings. MCS and MCC faculty members must keep a current attendance record on all students in compliance with MCS and MCC attendance policies.
 - vii. MCC 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 MCC curriculum approval process in accordance to state requirements and shall be at a more advanced level than courses taught at the high school level.
- c. Credentials
 - i. Faculty and staff credentials will be appropriate for the fields hired and meet all requirements of state government, federal law, and regional accrediting bodies.
- d. Advising
 - i. Students will be advised jointly by MCC and MCS personnel as appropriate. Where appropriate, counselors/advisors from each entity will coordinate advising activities to ensure students do not have to unnecessarily duplicate courses.
- e. Withdrawal and Failure
 - i. Students will follow the withdrawal and failure policies of either MCC or MCS depending on the course they are taking.
- f. Attendance
 - i. Students will follow the attendance policies of either MCC or MCS depending on the course they are taking.
- g. Discipline
 - i. Students will be subject to the discipline policies of either MCC or MCS depending on the course they are taking.
- h. Professional Development and Research:
 - i. It is expected that students may be involved in MCC and/or MCS research initiatives pertaining to the CTE Building and for longitudinal tracking of their academic performance in high school and college courses. Any research conducted by MCC or MCS personnel that involve personnel or students must be mutually approved by both parties pursuant to a separate written agreement. The parties acknowledge that any such research proposals must be submitted to MCC and MCS and approved by MCC and MCS.

14. Programming

- a. MCC and MCS will meet annually to plan programs and courses offered at the CTE Building.
- b. Courses and programs allow students to obtain dual credit for high school and college courses.
- c. Programming for the 2019-20 academic year is attached in Appendix A.

Terms of Agreement:

This Agreement is effective from January 1, 2019 to December 31, 2024. 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 CTE Building beyond the initial term of this agreement. To this end, the parties will initiate and jointly conduct a program/facility review annually. Based on that program/facility review, the parties will commit to making necessary alterations to the building, equipment, or courses.

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 MCS or MCC.

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.

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.

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.

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
1011 Page Street
Troy, NC 27371

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.

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 MCS MCC CTE Building, and we are prepared to support all assurances and program commitments made in this agreement.

Montgomery County Schools Board of Education

By: _____
Chair, Montgomery County Schools Board of Education

Montgomery Community College

By: _____
Chair, Montgomery Community College Board of Trustees