MEMORANDUM OF AGREEMENT
BETWEEN DURHAM PUBLIC SCHOOLS BOARD OF EDUCATION AND NORTH CAROLINA CENTRAL UNIVERSITY FOR THE JOSEPHINE DOBBS CLEMENT EARLY COLLEGE HIGH SCHOOL

This Memorandum sets forth the parameters of the agreement between North Carolina Central University (hereinafter "NCCU') and the Durham Public Schools Board of Education (hereinafter "Board") regarding the Josephine Dobbs Clement Early College High School (hereinafter "JDC-ECHS").

WHEREAS, the mission of the JDC-ECHS is to provide concurrent enrollment for academic dual credit in university courses for high school students for whom a smooth transition into postsecondary education is now challenging , including low-income students, students who are highly motivated but have not received the academic preparation necessary to meet high school standards, students who are English language learners, students whose family obligations keep them at home, and students for whom the cost of college is prohibitive.

WHEREAS, early college high schools prepare high school students for successful career and educational futures through a full integration of high school, college and the world of work, improve academic performance and self-concept, and increase high school and college/university completion rates;

NOW THEREFORE, the parties to this Memorandum of Agreement mutually agree as follows:

1. <u>Governance.</u> The JDC-ECHS is a small public high school under the authority of the Durham Board. All federal, state and local laws applicable to cooperative innovative high schools will be applicable to the JDC-ECHS. An advisory committee comprising representatives of NCCU and Board will meet quarterly to evaluate instructional and programmatic activities, identify problems, issues and challenges that arise and make recommendations regarding more effective coordination and collaboration.

2. <u>Board Management and Oversight Duties.</u>
   a. The Board shall appoint and employ a principal, who shall have executive authority over the JDC-ECHS programs and activities. The Board or the principal as its designee will select and supervise qualified and certified teachers to provide the courses for the high school programs. The Board will compensate the principal, teachers and high school staff of JDC-ECHS. The individuals occupying these positions are employees of the Board, not NCCU or the UNC System.
   b. NCCU will offer and provide, for consideration during annual reviews, input regarding the job performance of the principal to the appropriate Board designee related to the managing of the elements of joint operations. Similarly, the principal or Board designee will offer and provide, for consideration during annual reviews, input in the evaluation of the NCCU JDC-ECHS liaison regarding the elements of joint operations.

c. NCCU shall be responsible for the hiring of the liaison. The liaison is responsible for advocating for student needs, communicating with NCCU instructors, testing for college readiness, assisting students in gaining college preparedness, collaborating with NCCU officials to coordinate Board and NCCU schedules, registering and enrolling students in NCCU courses and providing any other support needed for student success.

3. Compliance with Law. All federal, state, local and Board requirements for public high schools will be followed by the Board including, but not limited to, curriculum, instructional calendar, transportation, provision of textbooks and related materials, provision of physical education, provisions 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 the health and safety of minors and discipline.

4. Enrollment. The JDC-ECHS will enroll a sufficient number of students such that it is a recognized high school by the North Carolina Department of Public Instruction (hereinafter "DPI"); provided that the head count may be modified by DPI upon recommendation of the Board, but not to exceed 400 students unless permitted by state law and upon express mutual written consent of all parties to this agreement. The parties further agree that no more than 100 students per grade level will be enrolled at the JDC-ECHS.

5. Location

a. The JDC-ECHS will be located on the campus of NCCU in the Robinson Science Building which will provide sufficient classrooms and related space for the high school academic programs. All NCCU facilities will remain under the control of NCCU. The JDC-ECHS classrooms will be ADA compliant.

b. Nothing in this Agreement requires the Board to make rent payments to NCCU for the use of such space.

c. All students, faculty and staff of the JDC-ECHS must abide by NCCU policies and regulations relating to their occupancy and use of its campus facilities, as well as those restrictions or requirements pursuant to paragraph (7) below.

6. Compliance with NCCU Policies While in NCCU facilities, on NCCU property or in NCCU classes, the students, faculty, and staff of the JDC-ECHS will comply with all federal, state and local laws, applicable NCCU regulations and application NCCU policies. Failure to follow these prescriptions will subject the individual to the disciplinary procedures of NCCU policies of NCCU may result in dismissal from the JDC-ECHS and NCCU. The Board will adopt any rules necessary to its governance of the school, provided that those rules will not be inconsistent to those in force at NCCU.

7. Access to NCCU Facilities.

a. The JDC-ECHS students shall have limited and controlled access to the following NCCU facilities, provided they are monitored and supervised by the JDC-ECHS staff and/or faculty: James E. Shepard Library, Pearson Cafeteria, New Student Center, B.N. Duke Auditorium, the School of Education and any other campus facility that is properly reserved in accordance with the procedures in place at NCCU for reserving space. There will be no access to residence halls,

unmonitored internet access sites, any space where alcohol is available, or any other space deemed by NCCU to be unsuitable for high school students or their programs. Monitoring of the students' compliance with access to NCCU facilities and Internet access during JDC-ECHS's hours of operation will be the responsibility of the JDC-ECHS staff.

b. JDC-ECHS students and instructors will have access to designated instructional and non-instructional resources available on NCCU's campus.

c. JDC-ECHS students and instructors will receive a campus identification card at the same cost as NCCU students and faculty.

8. Internet Access. The Board will be responsible for ensuring compliance with restrictions to Internet access as required for public schools in North Carolina.

9. JDC-ECHS Students.

a. *Application:* Applicants to the JDC-ECHS must complete an application developed by representatives of the parties. The application must contain security and background questions utilized by the UNC institutions for all enrolled students.

b. *Admission to JDC-ECHS.* Selection of students for JDC-ECHS must be made by the Board. The Board will seek input from the admissions committee and strongly consider any input provided from the committee. The admissions committee will be formed pursuant to UNC Policy 400.6.1[R], Paragraph 12, that includes, but is not limited to, local public school officials, university academic affairs officials, university student affairs officials and JDC-ECHS officials. The selection process will include consideration of academic credentials, disciplinary records, potential of successful completion of high school requirements, potential for successful completion of university course requirements and potential for contribution to the intellectual and social strength of the college environment.

c. *Identification of Students.* JDC-ECHS students will be identified and tracked in the NCCU database and will be placed in a unique category for Early College High School students as established by UNC General Administration. These students will not be classified or counted as regularly enrolled students.

d. *Admission to NCCU.* The performance criteria for admission and for transfer of credits, as established by NCCU, for JDC-ECHS students to NCCU is the same as the admission requirements for any first-year student who desires to matriculate to NCCU (http://www.nccu.edu/admissions/firstYear.cfm). Students meeting those criteria will be assured admission to NCCU and transfer of credits to complete the baccalaureate degree. NCCU has provided the criteria for admission and transfer credits to the JDC-ECHS.

e. *Confidentiality.* The parties agree that all student records obtained in the course of performing this Agreement shall be subject to the confidentiality, disclosure, and re disclosure provisions of applicable federal and state statutes and regulations, and in accordance with Board Policies. All JDC-ECHS student records shall be maintained by the Board. NCCU shall maintain student records for courses taken at NCCU. NCCU considers the Board and officials of JDC-ECHS as "school officials" for purposes of the Family Educational Rights and Privacy Act ("FERPA").

f. *Exceptional Children.* The Board will be responsible for identifying any JDC-ECHS student who qualifies for special education and related services under the Individuals with Disabilities Education Act ("IDEA"). The Board will provide all special education services required by a JDC-ECHS student's IBP for high school classes. NCCU shall be responsible for complying with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act with respect to JDC-ECHS students participating in NCCU classes and NCCU activities.

10. University-level courses.

a. NCCU shall provide selected university-level courses for the students enrolled in the JDC-ECHS. These courses will be taught by NCCU faculty who will meet NCCU's academic requirements and be compensated by NCCU. Prior to enrolling in a university level course, the students must demonstrate readiness to succeed in these courses. Representatives of NCCU and JDC-ECHS will confer and agree on a standard measure of readiness and performance which must be met by the students prior to enrollment in a university-level course.

b. The Board will ensure that all students enrolled in the JDC-ECHS are provided with courses that meet the minimum course requirements for admission to the University of North Carolina, provided that upon recommendation of the Board, these requirements may be waived by the Board of Governors of the University of North Carolina. NCCU will ensure a sufficient number of course sections are available for JDC-ECHS students.

c. *Instructional calendar.* For university-level credit courses taken for credit at JDC ECHS, the Board's instructional calendar is to be used. For university-level courses taken for credit on NCCU's campus, NCCU's instructional calendar is to be used.

11. Course of Compliance. NCCU is responsible for involving full-time faculty teaching in the discipline in overseeing NCCU course selection and implementation in JDC-ECHS to ensure that course goals and standards are understood that course guidelines are followed, and that the same standards of expectation and assessment are applied in all venue where NCCU offers courses. These courses shall be taught by NCCU faculty. NCCU will designate staff personnel to monitor the quality of instruction in order to assure compliance with the North Carolina Comprehensive Articulation Agreement and the standards established by the State, applicable Accrediting Body, NCCU, and the Board.

12. Other costs. NCCU will be responsible for the provision of utilities and ongoing facility maintenance. To the extent the Board purchases furnishings, equipment, instructional supplies, and materials, these items shall remain property of the Board.

13. Tuition and Fees. Tuition payments to NCCU shall be governed by NC legislation (GS 115C-238.54). Neither the Board nor JDC-ECHS students shall be responsible for tuition payments to NCCU. Rather, NCCU will obtain payment of tuition for JDC-ECHS students from the State Board of Education.

    If the State Board of Education does not reimburse NCCU for any applicable technology or course fee incurred by a JDC-ECHS student, then the Board will reimburse NCCU for such fee. The Board's payment of fees to NCCU shall be limited to technology or course fees.

14. Discipline. JDC-ECHS students may be disciplined or dismissed by the principal, superintendent, or Board for violation of Board policy. NCCU may not veto these disciplinary decisions, but the principal may seek advice from NCCU officials prior to making these decisions. Students may also be disciplined or dismissed by NCCU for violation of federal or state laws or NCCU rules or policies. Neither the principal nor the Board may veto such disciplinary decisions, but NCCU may seek their advice prior to making these decisions.

15. Safety. If any JDC-ECHS student, instructor or administrator should experience an accident or sudden illness while on the premises of NCCU, the response to such incidents will be based upon NCCU operating regulations, guidelines, and procedures. NCCU shall also notify the JDC-ECHS principal and any other appropriate representative of the Board as soon as possible.

16. NCCU University Police.
    a. The NCCU University Police Department (hereinafter "UPD") may provide assistance to the JDC-ECHS regarding potential criminal conduct or incidents which may jeopardize the safety, security, or well-being of students, staff, or others and may request assistance from law enforcement when necessary to secure and ensure the immediate safety of persons in the JDC-ECHS school environment in accordance with DPS 4301-Student Code of Conduct Policy as well as the NCCU Student Code of Conduct.
    b. JDC-ECHS faculty and staff agree to immediately notify UPD of any and all criminal activity that occurs at JDC-ECHS, whether such conduct constitutes a felony or a misdemeanor.
    c. UPD will provide assistance to JDC-ECHS regarding the morning and afternoon school crossings at the beginning and end of the school day.
    d. Campus parking passes will be issued to JDC-ECHS administration, faculty, and staff at the same cost as NCCU employees.

17. Media Relations. JDC-ECHS agrees to coordinate with NCCU prior to releasing any statements to the media regarding any incidents that occur at the JDC-ECHS.

18. Liability. The Board and NCCU are each responsible for the negligence or intentional harm caused by their respective employees, contractors, agents, or representatives; however, nothing in this section shall be construed to waive any defense of governmental immunity or sovereign immunity which might otherwise be available to the Board or NCCU; provided further that nothing in this section shall be construed to limit the rights of the Attorney General of North Carolina to bring other claims for or to defend claims against NCCU. NCCU will not be responsible for the negligence or intentional harm caused by JDC-ECHS students.

19. Criminal Background Checks. NCCU agrees to conduct criminal background checks on each NCCU employee and independent contractor who will have direct interaction with JDC-ECHS students as part of the employee's or contractor's responsibilities and duties. Such checks shall be completed prior to the employee or independent contractor beginning work and NCCU will not allow any employee or independent contractor to work with a JDC-ECHS student whose criminal background check shows criminal convictions that indicate that the individual poses a threat to the physical safety of students, faculty, staff; or Board personnel. NCCU agrees to annually conduct checks on the lists or sex offender registries currently specified in G.S.115C-332 to determine if NCCU employees or contractors who have direct interaction with students as part of their job are on such lists or registries. NCCU shall prohibit anyone who appears on these lists or registries from having direct interaction with JDC-ECHS students. The parties acknowledge that pursuant to G.S. 14-208.18(a)(2), it is unlawful for 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.

20. Renewal and Termination of Agreement. This MOU may be amended by mutual written agreement of both parties. The MOU will be in force for three (3) years following signing and is renewable based on the consent of the signatory parties. NCCU and Board reserve the right to terminate this MOU upon service of written notice to the other party 90 days prior to the date of termination. In

this event, the date of termination will be the day after the end of the semester during which the 90-day period expires. Should this agreement be terminated, it shall have no adverse effect upon the students already admitted to NCCU. If the agreement is terminated, NCCU will be reimbursed for incurred and uncompensated expenses that are the responsibility of the Board pursuant to this agreement. The Board shall not be responsible for reimbursing NCCU for any other costs that have not been assumed by the Board.

21. Relationship of Parties. This Agreement does not and shall not be considered to create a partnership or joint venture between the University/College and the Board. Neither party shall have the power to bind nor obligate the other except as expressly provided herein.

22. Notice. 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 the Board:
Superintendent
Durham Public Schools
511 Cleveland St.
PO Box 30002
Durham, NC 27702

If to NCCU:
Provost and Vice Chancellor of Academic Affairs
North Carolina Central University
1801 Fayetteville Street
312 Shepard Administration Building
Durham, NC 27707

23. Entire Understanding. This Agreement contains the final expression of the parties' intent and the sole and entire understanding between the Board and the University/College. The parties agree that any statements, representatives, discussions, or documentation, whether made prior to or contemporaneously with the execution of this Agreement have been merged into this Agreement and this Agreement fairly and comprehensively memorializes the final negotiated agreement between the parties. The Agreement shall 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.

24. Assignment. Neither party shall assign or otherwise transfer any interest in this Agreement without the prior written approval of the other party.

25. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

IN WITNESS THEREOF, the parties have duly approved THIS AGREEMENT EXECUTED IN TWO original counterparts on this ___date of _____ 2025.

Ms. Bettina Umstead
Chair, Board of Education
Durham Public Schools

Dr. Anthony S. Lewis
Superintendent
Durham Public Schools

Mr. Courtney Crowder
Chair, Board of Trustees
North Carolina Central University

Dr. Karrie G. Dixon
Chancellor
North Carolina Central University