

CHATHAM COUNTY PROMISE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into this _____ day of _____, 2022, by and between The Trustees of Central Carolina Community College (hereinafter referred to as “Trustees”), the governing body of Central Carolina Community College (hereinafter referred to as “College”) and the Chatham County Board of Commissioners, (hereinafter referred to as “Board”) a body politic and corporate of the State of North Carolina.

WHEREAS, the College is a public two-year college serving the residents of several counties, including Chatham County;

WHEREAS, the Board, as the governing body for Chatham County, is tasked with improving the quality of life for the citizens of Chatham County;

WHEREAS, the Trustees, College and Board desire to establish the Chatham County Promise, a K-14 program to benefit qualified Chatham County students by providing high school graduates a debt-free pathway to a college degree or credentials;

WHEREAS, the Chatham County Promise program (hereinafter referred to as “Program”) guarantees up to two (2) years of free in-state tuition and required fees at the College for all eligible Chatham County residents who graduate from a public high school, from a private school located within Chatham County, or from a home school while residing in Chatham County in 2023, 2024, 2025 and 2026; ~~and~~

WHEREAS, the Trustees, College and Board are willing and able to participate in the funding, administration and facilitation of the Program to benefit not only the students of Chatham County but the entire community of Chatham County.

NOW, THEREFORE, in consideration of the promises and covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree to the following:

I. STUDENT SELECTION CRITERIA AND REQUIREMENTS

A. Eligible ~~Traditional~~ Students

Eligible Traditional Students must ~~will~~ meet the following criteria:

1. Be a resident of Chatham County for a minimum of twelve (12) continuous months prior to the beginning of the fall semester.
2. Be a high school graduate from a public, private, or charter school, ~~located within Chatham County~~, or a qualified home school as defined by North Carolina General Statute §115C-564, while residing in Chatham County, who

~~is attending~~~~will attend~~ the College ~~during~~~~as a degree-seeking or as a credential-seeking student within~~ the two-year (five -semester) ~~window~~ eligibility period following his or her high school graduation ~~as either 1) a degree-seeking or a credential-seeking student or 2) a student taking a course or courses not leading to a credential but in furtherance of skills or competencies identified by the College, in its sole discretion, as high-need for industry partners in the College's service area.~~ Students will be required to register for approved courses within their active curriculum or continuing education program of study.

3. Have successfully completed at least four (4) dual-enrollment courses or twelve (12) dual-enrollment credit hours.
4. Have completed the FAFSA and submitted all requested verification documents, ~~-(if applicable,)~~ and completed the College's Foundation scholarship application by the advertised deadline. These documents must be submitted on an annual basis.
5. Have not already completed an associate's degree or higher academic credential unless the College, in its sole discretion, determines 1) the potentially Eligible Traditional Student is able to demonstrate a financial need or 2) there is an identifiable high-need skill, competency, or credential for industry partners in the College's service area connected to the course or credential being pursued by the potentially Eligible Traditional Student.

An Eligible Traditional Student's in-state student's tuition and required fees at the in-state rate for two years will be covered by this program. The total amount disbursed per semester shall not be in excess of the in-state tuition rate plus the required fees. Students who receive an out-of-state designation from the Residency Determination Service (RDS) will be required to pay the difference between the in-state and out-of-state tuition rates. The total amount disbursed over the duration of the Eligible Traditional Student's entire course of study shall not exceed the sum total of the full-time in-state tuition rate and required fees of the two-year (five-semester) eligibility period. This funding shall be subject to the following conditions:~~in tuition rate.~~

1. Funding from federal and state grants, scholarships and outside funding must be exhausted before the Program begins paying.
- ~~1. The two years of eligibility begins in the fall semester after high school graduation and ends following the spring semester of the second year. The summer term between year one and year two is included. No extensions will be granted.~~
2. Textbooks, supplies and other supplemental materials are not covered under the program.

3. All Eligible Traditional Students under this section shall have priority over funding, and no funding shall be made available to any other class of students until all eligible students under this section have received the full amount of support for which they are eligible during any given academic semester.

B. Eligible Non-Traditional Students

Eligible Non-Traditional Students must meet the following criteria:

1. Be a resident of Chatham County for a minimum of twelve (12) continuous months prior to enrollment in the course.
2. Be a high school graduate who will attend the College as either 1) a degree-seeking or a credential-seeking student or 2) a student taking a course or courses not leading to a credential but in furtherance of skills or competencies identified by the College, in its sole discretion, as high-need for industry partners in the College's service area. Students will be required to register for approved courses within their active curriculum or continuing education program of study.
3. Establish residency within Chatham County through two (2) forms of substantiating documentation that show the student's name and address. Such documentation may include a driver's license, identification card, rental agreement, utility bill, phone bill, or other similar documents.
4. Have completed the FAFSA and submitted all requested verification documents, if applicable, and completed the College's Foundation scholarship application by the advertised deadline. These documents must be submitted on an annual basis.
5. Have not already completed an associate's degree or higher academic credential unless the College, in its sole discretion, determines 1) the potentially Eligible Non-Traditional Student is able to demonstrate a financial need or 2) there is an identifiable high-need skill, competency, or credential for industry partners in the College's service area connected to the course or credential being pursued by the potentially Eligible Non-Traditional Student.

An Eligible Non-Traditional Student's in-state tuition and required fees will be covered by this program. The total amount disbursed per semester shall not be in excess of the in-state tuition rate plus the required fees. Students who receive an out-of-state designation from the Residency Determination Service (RDS) will be required to pay the difference between the in-state and out-of-state tuition rates. The total amount disbursed over the duration of the Eligible Non-Traditional Student's entire course of study shall not exceed the sum total of the full-time in-state tuition rate and required fees equivalent to the two-year (five-semester) eligibility period of an Eligible Traditional Student starting a course of study at the same time as the

Eligible Non-Traditional Student. This funding shall be subject to the following conditions:

1. Funding from federal and state grants, scholarships and outside funding must be exhausted before the Program begins paying.
2. Textbooks, supplies and other supplemental materials are not covered under the program.
3. Funding shall only be made available to Eligible Non-Traditional Students under this section once all eligible students under Section I(A) have received the full amount of support for which they are eligible during any given academic semester.
4. Eligible Non-Traditional Students who have not been previously funded under Section I(A) shall be given priority over Eligible Non-Traditional Students who have previously received funding under Section I(A).

A.C. Additional Student Requirements:

1. Students interested in participating in the program must call (919) 718-7542, email promisek14@cccc.edu, or visit www.cccc.edu/promise for more information. College will not automatically ~~be awarded~~award to students.
2. Once enrolled, students must continuously meet the financial aid Satisfactory Academic Progress standards outlined by the state and federal government. This means students must maintain at least a 2.0 cumulative GPA and complete at least 67% of all courses attempted at the College.
3. Eligible Non-Traditional Students who are attempting to enroll and avail themselves of the support provided for in this MOU but who would otherwise be ineligible for support due to failure to meet financial aid Satisfactory Academic Process arising from past academic performance may request to be evaluated for eligibility under the Alternative Initial Evaluation Process. Under this process, the Non-Traditional Student's eligibility will be determined using the same criteria as the financial aid Satisfactory Academic Progress standards, but with only the past five (5) years of academic history being considered for these purposes. In the event that the Non-Traditional Student has no academic history in the immediately preceding five (5) year period, the Non-Traditional Student shall be considered eligible for support as provided for in this MOU, notwithstanding that all other eligibility criteria must also still be met.

II. DUTIES AND RESPONSIBILITIES OF THE PARTIES:

A. *Board*

1. Board will provide funding for the Program based on estimates provided by the College. This includes \$250,000 for Fiscal Year (“FY”) 2023, up to \$250,000 for FY 2024, up to \$250,000 for FY 2025, up to \$250,000 for FY 2026, and up to \$100,000.00 for FY 2027 for students entering their second year of eligibility under the Program. Board shall not be responsible for any funding that exceeds the estimates for each FY.
2. Board agrees to reimburse the College within thirty (30) days of receipt of invoices setting forth the related expenditures for the semester.

B. The College

1. College will invoice Board for all applicable tuition and fees prior to the end of each fall semester and spring semester. Invoices shall indicate that all other funding sources have been exhausted prior to the use of Program funds. College will also provide Board with separate documentation at the end of each fall and spring semester containing a breakdown of the areas of study of the students in the Program. The College will include on the invoice the number of students enrolled in the program and the number of credit hours each student is taking.
2. College will assign appropriate staff to market the program to eligible high school graduates, collect paperwork from participants, ensure eligibility for the program, make awards, monitor progress and verify that students are registered for appropriate classes in their desired pathways.
3. The College will allow the Board to review/inspect any documents associated with the program provided there are no Family Education Rights and Privacy Act of 1974 (“FERPA”) restrictions.
4. College is committed to learning by supporting and assisting students, through the removal of barriers, in achieving their educational goals. In support of this commitment, College will work to identify ways to help fill funding gaps that may exist for disadvantaged students selected to participate in the Chatham Promise program.

III. TERM

This MOU shall remain in full force and effect for the five-year period of the Program. Prior to the FY 2027 budget being completed and passed, College will review all data related to the program (ex. number of graduates, success rates, transfer rates, etc.) and decide on future appropriations to continue the program. Shall the parties agree to continue the program, the parties shall enter into a new MOU at such time.

IV. GENERAL PROVISIONS

- A. *Governing Law*: This MOU is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to conflict of laws rules.
- B. *Non-Discrimination*: Any discrimination by either party or their agents or employees on account of race, color, sex, age, religion, ~~or~~ national origin, or other protected class in relation to the performance of any obligations is prohibited.
- C. *Assignment*: No assignment of either parties' duties or responsibilities shall be permitted unless agree to in writing and signed by all parties.
- D. *Amendments*: This MOU may only be amended in writing and duly executed by all parties.
- E. *Notice*: Notices given pursuant to this MOU shall be sufficient if in writing and sent by certified mail, return receipt requested, to such addresses the parties may designate from time to time in writing. Notice shall be deemed to be given and received three days after being sent certified mail to the appropriate addresses. At the time of execution of this MOU, the addresses of the parties are as follows:

CHATHAM COUNTY BOARD OF COMMISSIONERS:

Karen Howard
Chairman
P.O. Box 1809
Pittsboro, NC 27312

CENTRAL CAROLINA COMMUNITY COLLEGE:

Dr. Lisa M. Chapman
President
1105 Kelly Drive
Sanford, NC 27330

THE TRUSTEES OF CENTRAL CAROLINA COMMUNITY COLLEGE:

Julian Philpott
Chairman
1105 Kelly Drive
Sanford, NC 27330

- F. *Entire Agreement*: This MOU contains all the terms and conditions agreed upon by the parties regarding the subject matter of the MOU and supersedes any prior agreements, releases, or stipulations, oral or written, and all other communications between the parties relating to such subject matter. Should any provision of this MOU require judicial interpretation, it is agreed that the court interpreting or construing the same shall give the terms their regular meaning and shall not apply a presumption that the terms hereof shall be more strictly construed against one party.

- G. *Relationship of the Parties*: This MOU does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party will have any right or authority to assume, create, or incur any liability or any obligation of any kind, expressed or implied, against or in the name of or on behalf of the other party.
- H. *Severability*: If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, the validity and enforceability of the remaining provisions of this MOU shall not be affected thereby.
- I. *Waiver*: Any waiver of any provision hereof shall not be effective unless expressly made in writing and executed by the party to be charged. The failure of any party to insist on performance of any term or condition of this MOU shall not be construed as a waiver or relinquishment of any rights granted hereunder or the further performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.
- J. *Counterparts*: This MOU may be executed in multiple counterparts, each of which will be deemed to be an original copy of this MOU and all of which, when taken together will be deemed to constitute one and the same MOU. A telecopy, facsimile, scanned copy (for example, in pdf or jpeg format) or other similar reproduction of a signature of this MOU shall have the same effect as an original for all purposes.
- K. *Force Majeure*: Neither party to this MOU shall be required to perform any term, condition or covenant in this agreement so long as performance is delayed or prevented by an act of God, strikes, lockouts, material or labor restriction by a governmental authority, civil riots, floods or any other cause not reasonably within the control of either party to this MOU and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.
- L. *E-verify*: All parties shall comply with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," and will provide documentation reasonably requested by any party to this MOU demonstrating such compliance.
- M. *Termination*: Termination by either party prior to the end of the term of this MOU shall not affect the students already receiving financial aid through the Program or who have been accepted into the Program. Upon termination of this MOU, Board and College shall continue to comply with the applicable duties and responsibilities set forth in Section II for all students previously accepted or enrolled in the Program until said students either complete their two years of eligibility or fail to meet the requirements set forth in Section I. College shall not accept any additional students into the Program upon receipt of notice of termination from Board.

N. *Captions:* The captions and headings contained in this MOU are for convenience of reference only and in no way limit or enlarge the terms and conditions of this MOU.

O. *Authority:* The signers of this MOU hereby represent and warrant that they have the authority to execute this MOU on behalf of their respective entities.

P. *Funding Limitations:* The funding provided for by this MOU shall only be made available during the duration of the MOU. In the event that the MOU is terminated or funding is not otherwise made available, the funding support described herein shall immediately cease and no longer be available to students, whether traditional, non-traditional, or otherwise, and the students shall be solely responsible for any expenses associated with beginning or continuing any educational, training, or credential program offered by the College.

Q. *No Third-Party Beneficiaries:* While this MOU provides support for students, whether traditional, non-traditional, or otherwise, this Agreement is intended solely for the benefit of the Parties hereto and their respective successors and assigns. Nothing in this MOU, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this MOU. Nothing contained in this MOU is intended to create a promise, guarantee, or expectation of support to any other person at the expense of the Trustees, the Board, or the College.

Signature Page to Follow

IN WITNESS THEREOF, the parties hereto have caused this MOU to be executed on their
behalfes.

**CHATHAM COUNTY BOARD OF
COMMISSIONERS**

Karen Howard
Chairman

ATTEST:

~~Jenifer K Johnson~~~~Lindsay K. Ray, NCCC~~
Clerk to Board of Commissioners

CENTRAL CAROLINA COMMUNITY COLLEGE

Dr. Lisa M. Chapman
President

ATTEST:

Lorraine Whitaker, Secretary

**THE TRUSTEES OF CENTRAL CAROLINA
COMMUNITY COLLEGE**

Julian Philpott
Chairman

ATTEST:

Lorraine Whitaker, Secretary