

NORTH CAROLINA

DAVIDSON COUNTY

REVISED AND RESTATED MEMORANDUM OF AGREEMENT

This Revised and Restated Memorandum of Agreement (“Agreement”) is made and is effective as of _____, 2020, (“Effective Date”) by and between DAVIDSON COUNTY COMMUNITY COLLEGE (“the COLLEGE”) and the DAVIDSON COUNTY BOARD OF EDUCATION (“DCBOE”), LEXINGTON CITY BOARD OF EDUCATION (“LCBE”) and THOMASVILLE CITY BOARD OF EDUCATION (“TCBE”) hereinafter referred to as (“The School Systems”).

WHEREAS, the COLLEGE is a North Carolina Community College operating under and by virtue of Chapter 115D of the North Carolina General Statutes, which exists to operate an institution of higher education and which locates its primary office at 297 DCCC Road, Lexington, North Carolina. DCBOE, LCBE and TCBE are governmental units of the State of North Carolina which exist under and by virtue of Chapter 115C of the North Carolina General Statutes to operate a system of public schools in Davidson County, North Carolina and which locates its primary office at 250 County Home Road, Lexington, North Carolina (DCBOE), 1010 Fair Street, Lexington, North Carolina (LCBE) and 400 Turner Street, Thomasville, North Carolina (TCBE); and,

Pursuant to a Memorandum of Agreement entered into by the parties and originally effective August 8, 2005 and subsequent Addendums dated June 2006, August 2007, June 2010, August 2013, November 2014 and August 2018, DCBOE has operated a public high school which is designated “Davidson Early College High School” (“the School”) and which offers a four year educational program that offers students entering 9th Grade a tuition-free opportunity to couple the high school experience with the first two years of college, culminating in the opportunity of attaining both a high school diploma and one of the following Associate’s Degrees: (i) Associate in Arts (AA), (ii) Associate in Science (AS), (iii) Associate in General Education (AGE), (iv) Associate in Fine Arts (AFA), and (v) Associate in Applied Science (AAS); and,

WHEREAS, it is the desire of the School and the School Systems to continue to utilize resources of the COLLEGE and the DCBOE for students who are admitted to the School; and,

WHEREAS, the COLLEGE has such facilities and desires to continue to join DCBOE in its effort to offer such a public high school located on the COLLEGE’S campus; and,

NOW, THEREFORE, the parties mutually agree to enter into this Agreement pursuant to Article 16, Part 9 of Chapter 115C of the North Carolina General Statutes.

1. TERM

- 1.1 Term. The Term of this Agreement shall be five (5) school years and shall commence on the Effective Date as set forth herein and shall be applicable beginning with the 2020-2021 school year through the end of the 2024-2025 school year.
- 1.2 Renewal Terms. This MOA may be updated and revised as from time to time may be suggested in writing by the participating boards of education no later than July 1 of each current school year. Absent a revision to this MOA, said MOA shall remain in force and effect until amended or terminated by the parties. The renewal will be memorialized in writing pursuant to §7.7.
- 1.3 Budget. Not later than May 1 during each school year, the DCBOE will begin the process of developing a proposed budget for the School for the next school year. The DCBOE, in consultation with the COLLEGE, shall have completed this process no later than June 30 during each school year.
- 1.4 Intent and Understanding of the Parties. It is the intent and understanding of the parties that the parties will renew this Agreement for successive school years and will preserve the initial terms and conditions of this Agreement unless extreme circumstances require that one or both of the parties call for an alteration in the Agreement's terms and conditions. In such event, the party whose circumstances require the change will communicate with the other party in an attempt to negotiate a mutually satisfactory change. The making of any such change shall comply with §7.7.

2. COVENANTS AND AGREEMENTS

- 2.1. Operation of the School.
 - a) Subject to and in accordance with the terms and conditions of this Agreement, DCBOE shall operate a public high school on the campus of the COLLEGE with the official name of "Davidson Early College" ("the School"). All federal, state and local laws applicable to public high schools will be applicable to the School, including but not limited to curriculum, provision of textbooks and related materials, provision of health services, compliance with laws and regulations governing education of students with disabilities, compliance with federal and state laws governing the privacy of student records, and compliance with state laws governing health and safety of minors and discipline.
 - b) The School shall initially serve grades Nine (9) through Twelve (12), and will include such coursework and a curriculum as will afford students enrolled in the School the opportunity to receive both a high school diploma from the DCBOE and an Associate's Degree from the COLLEGE.
 - c) The School will have a principal appointed by the DCBOE and the COLLEGE will be involved and participate in the selection process of the principal. The principal

will select and supervise qualified teachers to provide academic courses for the high school programs. DCBOE will compensate the principal, faculty and staff of the School. Day-to-day management of the School and the decision-making authority with regard to operational issues shall be vested in the Principal of the School, subject to the advice and consent of the superintendent of the Davidson County Schools and the President of the COLLEGE or their designees. Should any such operational issues directly impact the COLLEGE, the Principal of the School shall exercise this management and authority in consultation with an individual designated by the COLLEGE as its liaison to the School.

- d) Policy decisions with respect to the School shall be made by DCBOE. Should any such issues directly impact the COLLEGE, such decisions shall be made in consultation with the COLLEGE or its designated liaison.
- e) The determination of the number of students referred or accepted for enrollment in the School shall not exceed One-hundred sixty (160), and shall be mutually determined between the DCBOE and the COLLEGE
- f) The DCBOE and the COLLEGE shall cooperate in the selection of students, each sharing responsibility for the final selection of students. The COLLEGE will have no obligation to work with students who do not satisfactorily complete the applicable placement assessments customarily conducted by the COLLEGE for admission into its program. The DCBOE shall communicate clearly to students accepted for enrollment in the School, as well as to their parents or guardians, that enrollment in the School is a privilege, not an entitlement, and that the DCBOE and COLLEGE reserve the right to refer such students back to his/her school of origin in the public school district.
- g) The DCBOE and the COLLEGE will ensure that all students enrolled in the School have taken or are provided the opportunity to take courses in order to meet the minimum admission requirements for the COLLEGE unless such requirements are waived by the COLLEGE.
- h) The COLLEGE and DCBOE agree to prohibit students, faculty or staff from publishing any materials as a direct result of activities in the School, unless such publication is first approved for release by the Principal, in consultation with the COLLEGE and the DCBOE, such approval not to be withheld unreasonably.
- i) The COLLEGE and DCBOE agree that students enrolled in the School will primarily use the classroom and office facilities located in the “Sinclair Building” on the COLLEGE campus as mutually agreed upon by the COLLEGE and DCBOE. Students enrolled in the School shall have unrestricted access to the COLLEGE’S facilities and/or internet, library or laboratory resources, and student services located outside of the classroom facilities used in the operation of the School, with the exception of the following:

All facilities utilized by the School will remain under the control of the COLLEGE. All students, faculty and staff of the School shall abide by the COLLEGE'S policies and regulations concerning use of its facilities and resources.

- j) While enrolled in the School, policies and procedures approved by the DCBOE relating to student discipline and academic standards shall apply. Provided, however, should a student enrolled in the School commit an infraction or fail to meet expectations which would subject that student to discipline under the COLLEGE'S code of conduct or academic standards, the COLLEGE may, in its discretion, also impose sanctions upon such student in the same manner as it would a student solely enrolled in the COLLEGE. Should such sanctions be imposed by the COLLEGE, the COLLEGE'S policies and procedures for review and appeal of such sanctions, if any, shall apply. Failure to follow such policies of either the DCBOE or the COLLEGE will subject the student to disciplinary procedures, up to and including dismissal from the School.
- k) The COLLEGE and DCBOE shall develop a student code of conduct for the School, taking into account the existing DCBOE and COLLEGE policies and procedures.
- l) Students enrolled in courses offered by the COLLEGE shall be graded in accordance with the academic standards set by the COLLEGE faculty teaching such course(s). Provided, however, for DCBOE academic standards and graduation purposes, letter grades received in such COLLEGE courses shall be subject to translation to numerical grades for comparable course work within the Davidson County Schools. Non-academic standards, such as attendance, imposed by the COLLEGE or its faculty as they may apply to such course(s) shall not be subject to any translation or differing standards to be imposed by the DCBOE. Provided, however, non-academic standards imposed by the DCBOE shall not be waived, irrespective of COLLEGE policy, and shall affect a student's attainment of high school credit(s). Students failing to meet such non-academic standards imposed by the COLLEGE or its faculty shall result in such consequences, academic or otherwise, as would be customarily imposed upon students solely enrolled in the COLLEGE.
- m) The COLLEGE may, during the term of this Agreement, employ certain campus security personnel or contract for such security services through the appointment of a campus resource officer ("CRO"). The COLLEGE and the DCBOE agree that such CRO will have the same authority to act with regard to students enrolled in the School as the CRO would have with regard to students enrolled solely in the COLLEGE.

- n) The DCBOE and the COLLEGE are each responsible for the negligence or intentional harm caused by their respective employees; however, nothing in this section shall be construed to waive any defense of governmental immunity which might otherwise be available to the DCBOE or the COLLEGE; provided further, nothing in this section shall be construed to limit the rights of the Attorney General of North Carolina to bring or defend claims against the DCBOE or the COLLEGE.
- o) When circumstances exist or a student fails to meet standards of achievement so as to indicate that a student must be withdrawn from the School, or if the DCBOE is unable to meet the conditions of the Agreement, the DCBOE and COLLEGE, in consultation with each other, shall mutually enter into that decision, and the student would then return to his/her school of origin in the public school district.
- p) Beginning with and since the initial operation of the School, the School Systems agreed that students attending the School from LCBE and TCBE would be coded and otherwise classified as “visiting students” and that state test scores, graduation and dropout data of said “visiting students” from LCBE and TCBE would be returned to such students’ home district. The North Carolina Department of Public Instruction has since informed all three school systems that said practice of coding and classifying students attending the School from LCBE and TCBE as “visiting students” and the practice of returning state test scores, graduation and dropout data of said “visiting students” to their home district is out of compliance with the reporting requirements of the *Test Coordinators’ Policies and Procedures Handbook* and applicable State Board of Education policies and procedures. In order to address and remedy said alleged noncompliance, the School Systems have agreed that students who are currently enrolled and attending the School as of the 2019-2020 school year shall remain coded and otherwise classified as “visiting students” throughout the duration of their attendance at the School and said state test scores, graduation and dropout data of said “visiting students” shall be returned to such students’ home district unless otherwise specifically required or mandated by the North Carolina Department of Public Instruction or the North Carolina State Board of Education. Notwithstanding, the School Systems hereby agree that beginning with the 2020-2021 school year and all subsequent school years, all newly enrolled students at the School that originate from LCBE and TCBE shall no longer be coded as or otherwise classified as “visiting students” and that LCBE and TCBE hereby agree that said newly enrolled students shall be fully released from the Lexington City School System and the Thomasville City School System and shall henceforth be coded and classified as DCBOE students and that said students’ state test scores, graduation and dropout data shall remain reportable and otherwise belonging to the DCBOE.
- q) Beginning with and since the initial operation of the School, the School Systems agreed that LCBE and TCBE would pay to DCBOE an annual amount for each “visiting student” equal to the combined total of state and local operating funds per pupil expenditures for DCBOE. Consistent with paragraph (p) above, the School Systems have agreed that the current and existing calculation and payment to

DCBOE of an annual amount equal to the combined total of state and local operating funds per pupil expenditures for DCBOE shall continue and remain otherwise in effect and applicable to students who are currently enrolled and attending the School as of the 2019-2020 school year and continuing throughout the duration of their attendance at the School unless otherwise specifically required or mandated by the North Carolina Department of Public Instruction or the North Carolina State Board of Education. Notwithstanding, the School Systems hereby agree that beginning with the 2020-2021 school year and all subsequent school years thereafter, all newly enrolled students at the School that may have originated from LCBE or TCBE shall be fully released from the Lexington City School System and the Thomasville City School System and shall henceforth be coded and otherwise classified as a DCBOE student and that DCBOE shall be entitled to receive the full ADM allotment then and currently applicable to DCBOE students for the applicable school year.

- r) Beginning with the 2020-2021 school year and all subsequent school years thereafter, before a student that is or has been homeschooled and is legally domiciled as defined by the laws of the State of North Carolina in the Lexington City School System attendance area or the Thomasville City School System attendance area may be released by the LCBE or TCBE for the purpose of attending the School, said student must have been homeschooled for a minimum of two (2) full and complete school years immediately preceding the school year in which said student would like to attend the School. The decision as to whether or not the student has been homeschooled for a minimum of two (2) full and complete school years shall be determined by the applicable Superintendent of the participating school system, in his or her sole discretion, and two (2) full and complete school years shall be substantially equivalent to two (2) full and complete school years as established and set forth in the participating school system's academic calendar.
- s) Each School System will be allocated available student slots for incoming classes proportionate to their total student ADM as determined in May of the preceding school year. Slots that are allocated but not utilized by a participating school system will be proportionately reallocated to the other participating school systems with priority to students on the waiting list. Nothing contained in this paragraph, nor this Agreement, shall require or otherwise mandate that a participating school system utilize a predetermined or set number of student allotments for potential selection and admission to the School. Each participating school system, in their absolute and sole discretion, may determine and set the number of students from said participating school system that may attend the School during a particular school year or per class/grade level as determined by the participating school system's Board of Education. Additionally, each participating school system, in their absolute and sole discretion, may determine and establish admission criteria and processes not inconsistent with the terms, conditions, and intent of this Agreement, including random selection or the use of a lottery type system for the selection of students that otherwise meet admission criteria.

- t) Due to the academic and scheduling demands associated with the curriculum offered at the School, including the courses offered by the COLLEGE, students enrolled in the School shall not be permitted to participate in any extracurricular activities, including athletic participation, at their originating school or originating participating school system. Each participating school system shall endeavor to inform all prospective students and their parents interested in attending the School prior to admission that said students, if admitted and ultimately enrolled in the School, are not eligible to participate in extracurricular activities, including athletics, as a condition of admission to the School.
- u) In the event that a student while attending and/or enrolled in the School shall experience a change in their legal domicile from one participating school system to that of another participating school system, the Superintendents of the affected participating school systems hereby agree to collaborate and attempt to reach a mutually agreeable decision in regards to such issues as the reporting and recording of state test scores, graduation and dropout data and the allocation of ADM applicable to said student, with the intent and understanding that said decision shall take into consideration the best interest of the student and a good faith effort to preserve the student's ability to remain enrolled at the School for the duration of their academic career.

2.2. Rights and Obligations of the COLLEGE.

- a) The COLLEGE shall provide to qualified Ninth (9th) through Twelfth (12th) grade students enrolled at the School:
 - (i) the opportunity to enroll in college-level courses provided such that students meet the COLLEGE's placement standards, which standards shall be set by the COLLEGE in its sole discretion, and
 - (ii) faculty members employed and paid by the COLLEGE to teach such college-level courses.
- b) The COLLEGE will provide the School with current information on class scheduling and course content as it applies to courses offered by the COLLEGE.
- c) The COLLEGE will designate a liaison to work cooperatively with the curriculum staff of the DCBOE in developing curriculum, student placement, professional staff development, and addressing issues which may arise. *We may need to address the financial responsibilities of all of the parties as it relates to who is responsible, if anyone other than the College, for the payment of the salary associated with the liaison.*
- d) The COLLEGE will confer with the DCBOE prior to enrollment of potential students in order to establish or to review the purpose, provisions and

responsibilities involved in the assignment of students to an early college setting, and to mutually agree upon the enrollment of such students.

- e) The COLLEGE, along with its liaison, faculty, and staff assigned to work with the School's students, will share responsibility with the DCBOE for monitoring the learning experiences of all students enrolled in the School.
- f) The COLLEGE will provide opportunities throughout the term of this Agreement for administrators, staff and teachers of both the School, DCBOE and the COLLEGE to promote understanding of the COLLEGE'S conceptual framework and the curriculum of both the COLLEGE and the DCBOE, to encourage communication and interaction between practice and teacher development, and to develop competence in academic performance among the students.
- g) The COLLEGE agrees not to use the DCBOE's name in any publications or advertising, except in college catalogues, bulletins, student recruitment materials, and publications on which the COLLEGE and DCBOE mutually agree to be for the promotion of the School's program.
- h) The COLLEGE will provide the physical facilities which enable the School's instructional staff and students to function effectively within the School facility. The COLLEGE will not be responsible for the provision of computer networking or telephone services in connection with the operation of the School.
- i) The COLLEGE agrees to allow the DCBOE access to COLLEGE facilities and such records concerning student grades and placement assessments as are necessary to evaluate the professional performance of teachers and administrators, as well as the academic performance of students of the School.

2.3. Rights and Obligations of DCBOE.

- a) DCBOE shall pay all direct and indirect costs associated with the operation and furnishing of the School, with the sole exception of costs associated with maintenance and utilities of the Sinclair Building. *(This probably needs to be further defined and it probably needs to be spelled out as specific as possible as to what costs the Davidson County School System and the other school systems are going to be responsible for. I would suggest that this be a predetermined dollar amount or that the direct and indirect costs associated with the operation and furnishing of the school be better and more clearly defined.)* DCBOE will provide all necessary computers, associated networking technology, and phone service/technology associated with the operation of the School.

- b) DCBOE shall provide the curriculum for students enrolled in high school courses at the School, and shall assure that students enrolled at the School have the opportunity to fulfill all academic requirements for graduation from high school.
 - c) DCBOE shall employ and provide qualified faculty for high school courses at the School, a qualified Principal for the School, and qualified administrative personnel sufficient to staff the operations of the School.
 - d) DCBOE shall be responsible for the identification of students who may qualify for Section 504 or Exceptional Children's services, and for the development and implementation of IEPs for such students during their enrollment in the School. It shall further be the DCBOE's responsibility to comply with all procedural and notice requirements under Section 504 and the Individuals with Disabilities Education Act of 2004 ("IDEA 2004") as the same may be amended from time to time.
 - e) DCBOE shall fund the purchase of textbooks for Students enrolled in college-level courses at the School. The textbooks will be purchased from the vendor(s) that best satisfies the financial needs of the School. These textbooks shall remain the property of DCBOE. DCBOE shall also provide textbooks for students enrolled in high school courses at the School. These textbooks shall also remain the property of DCBOE.
 - f) DCBOE shall fund and provide standard insurance coverage sufficient to insure against liability, property damage, fire, casualty, and all other standard coverage's, with policy limits commensurate with the exposure. The provision of such insurance for property damage, fire, and casualty shall only be for purposes of insuring any contents of the facility utilized by the School. Furthermore, the provision of such insurance shall not affect, waive, or reduce any governmental or sovereign immunity protecting DCBOE or the School, except to the extent required by applicable law. The COLLEGE shall be responsible for all standard insurance coverage as it relates to the physical plant and programs owned and operated by the COLLEGE.
 - g) DCBOE, in collaboration with the COLLEGE as more particularly set forth hereinabove, shall admit and maintain a regularly enrolled body of students at the School within the limits as more particularly set forth hereinabove.
 - h) The COLLEGE will not be responsible to provide any services regarding student transportation or provisions for a free or reduced lunch program.
- 2.4. Vicarious Liability. Each Party shall be vicariously liable for the damages or injuries inflicted upon the other Party by the negligence of the first Party's agents or employees acting within the scope of their employment with the first Party. This provision, however, does not limit or waive any sovereign or governmental immunity that may shield the first party from liability for such negligence.

3. CLASSROOM FACILITIES

- 3.1. At the execution of this Agreement, the Sinclair Building has been jointly identified as a suitable facility for the students and faculty who are or will be enrolled at and/or employed by the School. Classrooms and offices within the Sinclair Building have further been jointly identified by the parties as suitable for the operation of the School's high school curriculum classes.
- 3.2. The parties shall make good faith efforts to make such classroom facilities available for use by the School on or before July 31 of each school year during the term of this agreement.
- 3.3. During each semester, the COLLEGE shall make classroom(s) identified hereinabove reasonably available to DCBOE employees of the School.

4. TRANSPORTATION. Participating school systems shall be individually and solely responsible for transportation of their students who may attend Davidson Early College High School pursuant to this Memorandum of Agreement. Each participating school system, in their absolute and sole discretion, may elect to provide transportation of their students consistent with and pursuant to said participating district's policies and procedures in regards to student transportation. Said participating school districts shall be under no obligation or duty to provide transportation to their students that may attend Davidson Early College High School.

5. ADDITIONAL PROVISIONS. Any additional provisions provided in any attachments to this contract are incorporated herein by reference. Where these additional provisions are more specific than or in conflict with the provisions in this Memorandum of Agreement, the additional provisions shall govern.

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

7. MISCELLANEOUS

- 7.1. Expenses. Except to the extent that this Agreement expressly provides otherwise, the parties to this Agreement shall bear their own respective expenses incurred in connection with the negotiation, preparation, execution, delivery, and performances of this Agreement and the consummation of the transactions it contemplates. This includes, without limitation, all fees and expenses of agents, representatives, counsel, and accountants.
- 7.2. Further Assurances. Each of the parties hereto shall execute such agreements, certificates, documents, and other instruments, and take any further action as may

be reasonably necessary or appropriate to carry out the provisions of this Agreement and the transactions for which it provides and contemplates.

7.3. Notices.

- a) *Transmission.* Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered with all charges prepaid by the party originating the notice or communication. Delivery may be made by hand, telegraph, telex, facsimile, by certified, registered or express mail, or by Federal Express.
- b) *Effective Date.* If any such notice is transmitted by hand, telegraph, telex, or facsimile, notice shall be deemed given on the date that the transmission is made. If any such notice is transmitted by mail, notice shall be deemed given two days after the date on which the notice was deposited in the United States mails or with an appropriate Federal Express agent.
- c) *Identified Contact Persons.* To be effective, notice must be sent as follows:

(i) If to the COLLEGE:

ATTN: Darrin Hartness, President
ADDRESS 297 DCCC Road, Thomasville, N.C. 27360
P: PHONE # 336-249-8186

With a copy to:

ATTN: Margaret Annunziata
ADDRESS 297 DCCC Road, Thomasville, N.C. 27360
P: PHONE # 336-249-8186

(ii) If to DCBOE:

ATTN: Dr. Emily Lipe, Superintendent
ADDRESS P. O. Box 2057, Lexington, N.C. 27293-2057
P: PHONE# 336-249-8182

(iii) If to TCBE:

ATTN: Dr. Catherine Gentry, Superintendent
ADDRESS 400 Tuner Street, Thomasville, N.C. 27360
P: PHONE # 336-474-4200

(iv) If to LCBE:

ATTN: Dr. Anitra Wells, Superintendent
ADDRESS 1010 Fair Street, Lexington, N.C. 27292

P: PHONE # 336-242-1527

Change In Contact Person. Either party may change the person(s) identified in §7.3 (c) at any time and from time to time by giving notice to the other party in accordance with §7.3 as it then provides.

- 7.4. No Joint Ventures. This Agreement does not and shall not be considered to create a partnership or joint venture between the COLLEGE and DCBOE. Neither party shall have the power to bind or obligate the other except as expressly provided herein.
- 7.5. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the School and supersedes all prior agreements, written or oral, if there be, with respect thereto.
- 7.6. Waivers. The terms of this Agreement may be waived only by a written instrument that is signed by the party that is making the waiver. A party's delay in exercising any right, power, or privilege hereunder shall not operate as a waiver thereof. Nor shall a party's waiver of any such right, power, or privilege, nor any single or partial exercise of any such right, power, or privilege, preclude any further exercise thereof or the exercise of any other right, power, or privilege.
- 7.7. Amendments. This Agreement may be amended, superseded, terminated, renewed or extended only by a written instrument signed by both Parties.
- 7.8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina applicable to agreements made and to be performed entirely within North Carolina.
- 7.9. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors in interest.
- 7.10. Force Majeure. Neither party shall be liable under this Agreement for any loss or damage of any nature that is incurred as a result of any failure or delay in performance that is, in turn, caused by circumstances beyond its reasonable control. This includes, without limitation, any failures or delays in performance caused by lack of available production facilities, strikes, lockouts, labor disputes, fires, acts of God or the public enemy, riots, interference by civil or military authorities, compliance with the laws, orders or policies of any governmental authority, delays in transit or delivery on the part of transportation companies, failures of communication facilities or sources of raw material, destruction of a party's relevant facilities, or any other condition beyond the party's reasonable control. This clause shall not excuse a party's obligation to pay money due hereunder to the other nor extinguish any obligations owed among the parties that arose to the event of force majeure.

- 7.11. Variations In Pronouns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.
- 7.12. Counterparts. This Agreement may be executed by the parties hereto in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a copy hereof containing multiple signature pages, each signed by less than all, but together signed by all of the parties hereto.
- 7.13. Headings. The headings in this Agreement are for references only and shall not affect the interpretation of this Agreement.
- 7.14. Severability of Provisions. If any provision of this Agreement, or portion thereof, shall be held invalid or unenforceable on its fact or in its application to a particular person, entity, or circumstance, the remaining portion of such provision, along with the remaining provisions of this Agreement, shall not be affected, but rather remain in full force and effect in a manner that advances the intended purposes of this agreement.

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

DAVIDSON COUNTY COMMUNITY COLLEGE

By: _____
Signature

Printed Name and Title

DAVIDSON COUNTY BOARD OF EDUCATION

By: _____
Signature

Printed Name and Title

N. C. STATE BOARD OF EDUCATION

By: _____
Signature

Printed Name and Title

N. C. STATE BOARD OF COMMUNITY COLLEGES

By: _____
Signature

Printed Name and Title

**APPROVED BY:
LEXINGTON CITY BOARD OF EDUCATION**

By: _____
Signature

Printed Name and Title

THOMASVILLE CITY BOARD OF EDUCATION

By: _____
Signature

Printed Name and Title