

**MEMORANDUM OF UNDERSTANDING BETWEEN  
NEW HANOVER COUNTY BOARD OF EDUCATION and  
100 BLACK MEN OF COASTAL NORTH CAROLINA**

This Memorandum of Understanding (“MOU”) is entered into between the New Hanover County Board of Education (“Board” or “NHCS”) and 100 Black Men of Coastal North Carolina (“100 BMO CNC”), a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina, this the 7th day of October 2025.

1. **Term.** This MOU shall become effective on October 7, 2025 and shall remain in force for three (3) calendar years. This MOU may be terminated by either party, without cause, upon written notice of at least thirty (30) days. The parties may renew this MOU by written agreement for additional one-year terms.

2. **Purpose:** To provide mentoring, academic support, and college/career readiness preparation for middle and high school students

3. **Obligations of 100 Black Men of Coastal North Carolina:**

- a. Meet and collaborate with the NHCS designee to serve as a liaison between NHCS and the 100 BMO CNC Executive Committee. This individual will be included in all communication to school administrators and staff. In addition, they will report to the board on NHCS progress, status and issues.
- b. Assist and advise NHCS on the identification of schools and students that will benefit the most by partnering with 100 BMO CNC.
- c. Develop an annual working agreement at each site with the school administrator, identifying the specific resources the school and 100 BMO CNC will contribute to the collaboration, as well as contributions of other community volunteers and service providers.
- d. Develop an annual site operation plan that provides written expectations and goals for each school year by which the effectiveness of the services delivered can be evaluated.
- e. Maintain security and confidentiality of all student information, as well as provide annual reports detailing numbers of students served and progress towards each students’ individual goals, as well as annual reports on the status of each 100 BMO CNC school involvement and an evaluation summary of all outcomes in the end-of-the-year report.
- f. In the event of a problem arising with a 100 BMO CNC employee or volunteer, investigation and removal of personnel or volunteers while the investigation is underway and until the matter is settled to the satisfaction of NHCS and 100 BMO CNC.

4. **Obligations of NHCS:**

- a. Designate a staff member in Student Support Services Division as the liaison to 100 BMO CNC. This person will ensure that 100 BMO CNC has access and ongoing communication with the appropriate departments and persons that are necessary for support of this collaboration.

- b. Assist individual school administrators in understanding and supporting programs led by the 100 BMO CNC at selected school sites.
- c. Provide ongoing communication to administrators at selected and future 100 BMO CNC events on the importance and value of the collaboration in addressing the needs of youth at risk for dropping out and the importance of partnerships to prepare students for college and/or careers after high school.
- d. Provide consultation if questions arise as to whether a 100 BMO CNC volunteer would be considered Level 1 or 2 by the district.
- e. Assist and advise 100 BMO CNC in identifying at-risk populations and students who achieve well academically however do not have plans for their future after high school within NCHS through the sharing of existing needs assessments, current student data and school improvement plans.
- f. Assist 100 BMO CNC in planning and securing the necessary office space, internet access, telephone and other needed physical resources as well as community partners, do the Site Coordinator for implementation of the 100 BMO CNC partnership at all selected sites.
- g. With parental approval, make relevant student data available to 100 BMO CNC in a timely manner for the purpose of monitoring and evaluating student progress, including items such as student attendance, grades, behavior incidents and promotion/graduation status. Allow 100 BMO CNC to review and use relevant data for program evaluation and outcome measurement.
- h. Provide ongoing communication to 100 BMO CNC on school system policies and procedures that could impact the work of 100 BMO CNC staff, partners and volunteers.
- i. Cooperate with 100 BMO CNC while personnel investigations are underway and until the matter is settled to the satisfaction of both parties.
- j. Provide 100 BMO CNC access to school open houses and other school events for recruitment purposes as well as encourage school administration to provide student referrals.

5. **General Provisions:**

- a. Notices. Notices under this MOU shall be in writing and shall be sent by certified mail, return receipt requested; FED-EX, UPS or comparable delivery service with the ability to track delivery; e-mail to the contact persons identified below at the specified email address with confirmation of delivery; or personal delivery. Notice will be deemed given on the date delivered to the following addresses: Lisa Brenner, Director of Student Support Services, lisa.brenner@nhcs.net / 6410 Carolina Beach Rd. Wilmington, NC 28412
- b. Personnel. All individuals who are agents, employees, and volunteers of 100 BMO CNC employed to do work supervised and directed by members of 100 BMO CNC (collectively, 100 BMO CNC Personnel") who may provide services to students on school premises or at school-sponsored events shall be fully qualified and legally entitled to perform the services provided for herein.

- c. Rights of Third Parties. The services provided by 100 BMO CNC pursuant to this MOU shall not violate or in any way infringe on the rights of third parties; provided, however, that nothing in this MOU shall be construed to create any right or remedy on the part of third parties.
- d. Indemnification. 100 BMO CNC shall be responsible for the actions of all 100 BMO CNC personnel while working with NHCS students or on NHCS property or at school-sponsored events. 100 BMO CNC shall indemnify, defend and hold harmless the New Hanover County Board of Education, its members, officers, agents, and employees, from and against all claims, actions, demands, costs, damages, losses and/or expenses of any kind whatsoever, in whole or in part, resulting from or connected with any acts under this MOU or from the omission or commission of any act, lawful or unlawful, by 100 BMO CNC, its agents and/or employees or volunteers, including but not limited to court costs and attorney's fees incurred by NHCS in connection with the defense of said matters.
- e. Insurance. 100 BMO CNC has obtained and shall maintain insurance to sufficiently protect 100 BMO CNC and NHCS from any and all potential claims or damages, in no event less than the amount of \$1,000,000 for each occurrence, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees of 100 BMO CNC participating in the provision of services under this MOU.
- f. Lunsford Act/Criminal Background Checks. All parties acknowledge that N.C. General Statute §14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school or other facility dedicated to the care of minors. 100 BMO CNC shall conduct criminal background checks on all 100 BMO CNC Personnel who, pursuant to this MOU, interact with NHCS students or provide services on NHCS property or at NHCS events. Such checks shall include an annual check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry. 100 BMO CNC shall provide documentation to NHCS of criminal background checks before assigning its employees or agents to provide services under this MOU. 100 BMO CNC shall likewise provide documentation to NHCS of its annual checks of the aforesaid sex-offender registries. The mandatory sex-offender registry checks may be completed by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Under no circumstances shall any 100 BMO CNC Personnel be assigned to work with any student or on NHCS property or at NHCS events if (1) said worker appears on any of the aforesaid sex-offender registries; (2) said worker has been convicted of a felony; (3) said worker has been convicted of any crime, whether misdemeanor or felony, involving sex, violence, or drugs; or (4) said worker has engaged in any crime or conduct indicating that the worker may pose a threat to the safety or well-being of students or school personnel.

Upon request, 100 BMO CNC will furnish NHCS with sufficient information to allow NHCS to perform its own criminal background checks on the 100 BMO CNC Personnel. Failure to comply with this provision shall be grounds for immediate termination of the MOU.

- g. Control of School Property and Operations. All schools and school-sponsored events shall remain at all times under the authority of NHCS, the Superintendent, and the individual school principals. 100 BMO CNC shall ensure that all 100 BMO CNC Personnel comply with any and all rules, regulations, or directives of NHCS, the Superintendent or designee, and each school principal or designee at all times while on school premises or at school-sponsored events. NHCS shall maintain full and final authority to grant, deny, or restrict 100 BMO CNC, its agents, or employees' access to school premises and school-sponsored events, including the authority to determine what services, if any, will be delivered, and by whom, to students on NHCS property or at school-sponsored events. Nothing in this MOU shall be construed to create any right of access to NHCS property or school-sponsored events on the part of 100 BMO CNC, its agents, or employees, and NHCS expressly reserves the right to deny or restrict 100 BMO CNC, its agents, or employees access, on a temporary or permanent basis, to any school facility or school-sponsored event, or to any individual student on school property or at a school-sponsored event, with or without cause, at any time, and without prior notice to 100 BMO CNC. The decision to deny 100 BMO CNC access to any student, school property, or school-sponsored event shall be final and not subject to appeal. NHCS shall not incur any liability to 100 BMO CNC for denying or restricting access to NHCS property or school-sponsored events, with or without cause, and 100 BMO CNC expressly waives the right to challenge any such denial or restriction of access in any judicial or administrative action.
- h. Monitoring and Auditing. 100 BMO CNC shall cooperate with NHCS, or with any other person or agency as directed by NHCS, in monitoring, auditing, or investigating activities related to this MOU. 100 BMO CNC shall permit NHCS to evaluate all activities conducted under this MOU as requested by NHCS. 100 BMO CNC shall provide auditors retained by NHCS with access to any records and files related to the provision of services under this MOU. NHCS agrees that its auditors will maintain the confidentiality of any trade secrets of 100 BMO CNC accessed during an audit conducted under this MOU.
- i. Student Records and Confidentiality. 100 BMO CNC agrees that all student records, if any, obtained in the course of providing services under this MOU shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations, and NHCS policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. 100 BMO CNC will maintain an access log delineating the date, time, agency, and identity of any individual accessing student records who is not in the direct employ of 100 BMO CNC. 100 BMO CNC shall not forward to any person other than the parent or NHCS any student record, including, but

not limited to, the student's identity, without the written consent of the parent and NHCS. Upon termination of this MOU, 100 BMO CNC shall turn over to NHCS all student records of NHCS's eligible students to whom 100 BMO CNC has provided services under this MOU. Notwithstanding the provisions contained herein, nothing in this MOU shall be construed to create any right of access to any student records on the part of 100 BMO CNC, its agents, or employees.

- j. Compliance with Applicable Laws. 100 BMO CNC agrees and certifies that it will comply with all applicable laws, including but not limited to the Fair Labor Standards Act and other wage and hour laws. 100 BMO CNC is responsible for ensuring that all 100 BMO CNC Personnel are authorized to work in the United States.
- k. Applicable Board of Education Policies. 100 BMO CNC acknowledges that the Board has adopted policies governing conduct on all property owned by the Board and agrees to inform 100 BMO CNC Personnel that they must abide by any and all relevant Board policies while on NHCS property, including but not limited to policies related to professional conduct, conduct on school property, weapons, drugs and alcohol, tobacco, and interactions with staff and students. 100 BMO CNC acknowledges that these policies are available online on the NHCS website.
- l. Restricted Companies Lists. 100 BMO CNC represents that as of the date of this MOU, it is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. 100 BMO CNC also represents that as of the date of this MOU, it is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
- m. Anti-Nepotism. 100 BMO CNC warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this MOU are immediate family members of any member of the New Hanover County Board of Education or of any principal or central office staff administrator employed by NHCS. For the purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should 100 BMO CNC become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of the MOU, 100 BMO CNC shall immediately disclose the family relationship in writing to the Director of Student Support Services. Unless formally waived by the NHCS, the existence of a family relationship covered by this MOU is grounds for immediate termination by NHCS.
- n. No Agency or Employment Relationship. Nothing in this MOU shall be construed to create a partnership, joint venture, agency, employment or similar relationship between the Parties.

