

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into between the Charlottesville City School Board (“Charlottesville City Schools” or “CCS”) and the School Board of Albemarle County, Virginia (“Albemarle County Public Schools” or “ACPS”).

Purpose

1. The purpose of this MOU is to establish certain operating procedures for the Charlottesville Albemarle Technical Education Center (“CATEC”) following the transition of CATEC from being jointly owned and controlled by both CCS and ACPS to exclusive CCS ownership and control. This transition will be effective as of July 1, 2024 (“Effective Date”).
2. As of the Effective Date, CATEC will assume the name of “Charlottesville Area Technical Education Center.”

Term of Agreement and Renewal

1. This MOU shall commence upon the endorsement of the MOU by both parties and be in force for a period of two (2) years following the Effective Date (“Initial Term”). At least ninety (90) days prior to end of the Initial Term, CCS and ACPS shall determine whether to agree to an additional two (2) year term (“Subsequent Term”). CCS and ACPS shall thereafter determine, at least ninety (90) days prior to the end of any Subsequent Term, whether to renew this MOU for an additional Subsequent Term.
2. Should either CCS or ACPS wish to terminate the MOU at the end of the Initial Term or a Subsequent Term, the MOU shall terminate at the end of the then current Term. Notwithstanding the foregoing, the “Dispute Resolution and Venue” and “Modification and Severability” sections of this MOU shall remain in force, in addition to ACPS’s obligation to pay CCS any outstanding tuition amounts owed.

CCS Ownership and Control

1. CCS and ACPS recognize and agree that as of the Effective Date, CATEC and all related property, facilities, and material goods are the sole property of CCS; provided, however, that all ACPS-owned conduit and fiber optic facilities located in the VDOT right of way will remain the property of ACPS. Except for personnel and resources ACPS may provide to furnish services to its own students, ACPS will not provide any instructional, administrative, or operational support or staff for CATEC or have any responsibility, financial or otherwise, for capital improvements or maintenance. ACPS will cease to provide technology support and services, including internet and telecommunication services, as of June 30, 2024, unless the parties enter into an agreement wherein ACPS will be compensated for continuing to provide such services.
2. CATEC will be operated under the sole authority of CCS, and CCS will have final decision-making authority as to all operations of CATEC, except as may be provided in

this MOU. CCS and ACPS shall take all necessary steps to ensure that any CATEC property is properly titled in CCS's name.

3. All students enrolled at CATEC shall be subject to applicable CCS policies while on CCS property and while using any electronic devices issued by ACPS. In the event of any conflict between a CCS policy and an ACPS policy, the CCS policy shall be controlling. Administrators at CATEC and at the ACPS student's base high school shall work collaboratively regarding disciplinary matters as appropriate. CCS has final authority as to any disciplinary matters related to attendance at CATEC and involvement in any CCS activities or programming. If a student is suspended from the student's base school, ACPS shall notify CCS as soon as possible after the decision to suspend the student has been made. The CATEC administration will determine whether that student will, similarly, be precluded from attending CATEC as well.
4. Threat assessments are required in accordance with Code of Virginia § 22.1-79.4. To ensure timely and thorough threat assessments, when CATEC administration determines that an assessment is needed, the principal or designee at the base school will be notified. Protocols for the cooperation and coordination of CCS and ACPS in the threat assessment process shall be developed and memorialized in a separate document.
5. Except for personnel and resources ACPS may provide to furnish services to its own students, CCS shall provide all administrative, instructional, and support staff at CATEC, and all such persons shall be subject to CCS policies, regulations, and procedures.
6. Employees of ACPS, who may be required to be present at CATEC in the course of their employment duties in connection with particular students who may be enrolled at CATEC, shall be considered visitors to CATEC and are subject to all applicable CCS policies, regulations, and procedures.

Distribution of Slots

1. Each program at CATEC will have a limited number of "slots," i.e., a seat in a program available to an individual student.
2. Slots will be offered to ACPS under initial rolling agreements for periods not fewer than two (2) years. For the Initial Term, ACPS may reserve up to seventy-five (75%) percent of the total number of slots in each school year. CCS may fill the remaining slots with its own students or may offer slots to other school divisions, to private schools, or to homeschool students. For any Subsequent Term(s), CCS will determine the percentage of slots offered to ACPS according to the timetable set forth in Addendum A. CCS shall not reduce the number of slots offered to ACPS by more than fifty (50%) percent from the prior school year's offering without written agreement with ACPS. ACPS shall not reduce the number of slots reserved by more than fifty (50%) percent from the prior school year's reservation amount without written agreement with CCS. If ACPS reduces its total slot reservations for a school year prior to December 1st of the year in which those slots were reserved, ACPS will be issued fifty (50%) percent credit of that year's tuition amount toward future slot reservations under the MOU. If such reduction results

in ACPS reducing the number of slots reserved for the school year by more than fifty (50%) percent from the prior year's reservation amount, ACPS will not receive tuition credit for slots in excess of the fifty (50%) percent reduction limit.

3. As set forth in Addendum A, CCS and ACPS shall finalize the distribution of slots by CATEC program in the spring prior to the start of each school year. ACPS shall not be entitled to a greater percentage of slots in a particular program than the overall percentage of slots it reserved for the school year. Notwithstanding the foregoing, ACPS and CCS may work together to adjust the distribution of slots in and across programs to maximize the number of filled slots based on program demand. If CCS adds sections and/or programming at CATEC, additional slots may be offered to ACPS at the then current tuition rate; however, ACPS is under no obligation to accept any additional slots that may be offered.
4. The programs offered and the total number of slots available for the 2024-2025 and 2025-2026 school years are set forth in Addendum B to this MOU. Addendum B shall be updated annually to include future school years or changes as is otherwise necessary.
5. At its sole discretion, CCS may modify the programs offered and the total number of slots available in any program, subject to the requirement that space remain available for students in good standing, as defined by CATEC administration and set forth in the CATEC Program of Study, who have successfully completed the first year of a program to enroll in subsequent year(s) of a program. Exceptions to this requirement to support student program completion will only occur if program interest declines or staffing is not available such that the program cannot be maintained. In either of these exceptional situations, CCS will collaborate with ACPS to determine the best program options for all impacted students. If CCS and ACPS cannot determine an acceptable alternative to serve the impacted students, ACPS will be issued a refund for the slots of those students.
6. ACPS shall be responsible to remit to CCS full tuition for all slots it reserves in any year. Should ACPS not fill any slots by program that it reserves, ACPS will receive a twenty-five (25%) percent credit of that year's tuition amount toward future slot reservations under the MOU. Any credits due will be determined in October based on the September 30th ACPS CATEC enrollment.
7. If a student finishes the first year of a program at CATEC and remains in good standing, as defined by CATEC administration and set forth in the CATEC Program of Study, ACPS is guaranteed a slot for the student in the second year of the school division's allocation of slots. If any ACPS student does not remain in good standing or otherwise withdraws from their program at CATEC prior to completion, ACPS will receive a twenty-five (25%) percent credit of the current year tuition amount toward future slot reservations under the MOU.

Tuition

1. ACPS shall pay to CCS tuition for each ACPS student enrolled at CATEC. Tuition shall be charged to ACPS on a per-slot basis. CCS shall set, at its sole discretion, the tuition rate on an annual basis and provide ACPS with a tuition rate for the upcoming school year in October each year according to the timetable set forth in Addendum A. Without written agreement by ACPS, any tuition raise from one fiscal year to the next shall be capped at ten (10%) percent. In the event a proposed increase exceeds ten (10%) percent, CCS and ACPS will attempt to negotiate a lesser increase and, if the parties are unable to do so, ACPS may terminate the MOU at the end of the then current fiscal year. The tuition calculation methodology is defined in the Tuition Calculation Addendum of this document. CCS will invoice ACPS for its annual slot allocation, less any accumulated credits, each July with payment in full due within thirty (30) days of the invoice date. Credits are non-refundable and expire with termination of the MOU.

Student Records

1. ACPS and CCS recognize that ACPS students enrolled at CATEC are enrolled at both CATEC and the student's base high school at ACPS. ACPS and CCS will cooperate as allowed by applicable law, including but not limited to the Family Educational Rights and Privacy Act (FERPA), to enable a student's CATEC and base high school teachers and staff to access to the student's academic records as necessary to ensure satisfactory academic progress and student safety and wellbeing.
2. CCS staff at CATEC will not have access to the ACPS student information technology system, nor will ACPS staff have access to the CCS and/or CATEC student information technology system. Instead, the information technology departments of ACPS and CCS will establish a file transfer protocol to provide each other with needed student information.

Transportation and Schedules

1. ACPS shall be responsible for transporting any ACPS student enrolled in any class at CATEC from the student's base high school at ACPS to CATEC and back to the base high school.
2. It shall be ACPS's responsibility to ensure ACPS students enrolled at CATEC arrive on time. To the extent feasible, CCS will maintain the bell schedules at CATEC used during the 2023-2024 school year. If, in any year, CCS modifies bell schedules in a way that impedes ACPS students from attending CATEC, ACPS shall be entitled to a refund in tuition for such year equal to the tuition cost for those students unable to attend.
3. CATEC shall operate based on the CCS calendar. On any non-student days for CCS, CATEC and its facilities shall be closed, and ACPS shall be fully responsible for any ACPS students enrolled at CATEC.

4. In the event that ACPS schools are closed due to inclement weather and CCS schools are not, ACPS is not obligated to provide transportation to ACPS students enrolled in CATEC, and the absence of such student for that school day shall be excused.
5. CATEC staff will ensure that no ACPS student fails to receive any instruction required by the student's program based on any issues related to differences between CCS and ACPS calendars for non-student days.

Issuance and Use of CCS Electronic Devices and Networks

1. ACPS is responsible for providing ACPS-issued devices for ACPS students and will cooperate with CCS as needed to allow and enable ACPS students enrolled at CATEC to use any ACPS-issued electronic devices to complete any coursework or program requirements for which such a device may be used. CCS shall ensure that ACPS student devices will be able to operate properly at CATEC so that ACPS students can fully participate in all CATEC instructional programs and activities. Should any ACPS student enrolled at CATEC require any electronic devices to complete any coursework or program requirements and such device is not issued by ACPS, CCS will issue such device to the student. ACPS shall bear the cost of replacing any such device in the event of damage or loss by misuse with the option for ACPS to recover any such costs from the student. While attending CATEC or otherwise on CCS property, all ACPS students shall be subject to CCS's Acceptable Use requirements for all technology.

Operation of ACPS Individualized Student Alternative Education Program (ISAEP)

1. ACPS currently operates an Individualized Student Alternative Education Program (ISAEP) at CATEC. The parties agree that ACPS will continue to operate the ISAEP at CATEC following the Effective Date. In lieu of paying rent to CCS for use of a CCS designated space within the CATEC facilities, ACPS shall allow CCS students to participate in the ISAEP for the duration of ISAEP's location at CATEC.

Dispute Resolution and Venue

1. In the event that any dispute arises between CCS and ACPS related to the matters contained in this MOU, CCS and ACPS agree to submit to a ninety (90) day dispute resolution period, including participating in non-binding mediation with a third-party neutral to endeavor to amicably resolve any disputes without the need for court intervention. CCS or ACPS may only initiate litigation to resolve the dispute after the ninety-day dispute resolution period has ended and mediation has been unsuccessful.
2. Venue for any legal action taken arising out of this MOU shall be proper in the Charlottesville Circuit Court.

Modification and Severability

1. This MOU can only be modified by the agreement of both CCS and ACPS in writing, subject to the approval of CCS.

2. If a court of competent jurisdiction determines that any portion of this MOU is invalid or unlawful, such determination will affect only the specific portion determined to be invalid or unlawful and will not affect the remainder of this MOU.

Royal A. Gurley, Jr., Ed.D., Superintendent
Charlottesville City Schools

Date

Matthew S. Haas, Ed.D., Superintendent
Albemarle County Public Schools

Date