

**Memorandum of Agreement
Between Wake County Board of Education
And Board of Trustees of Wake Technical Community College**

This Memorandum of Agreement (hereinafter “Agreement” or “MOA”), is made and effective October _____, 2021, by and between the Wake County Board of Education (“Board”), a body corporate with control and oversight over the Wake County Public School System (WCPSS), and the Board of Trustees of Wake Technical Community College, a body corporate with control and oversight over Wake Technical Community College (“WTCC”).

1. RECITALS.

- A. **Site.** WTCC owns and is in the process of developing its RTP Campus in accordance with its Master Plan upon a 92.11 acre parcel having Wake County PIN 0746-86-8121 and a street address of 10908 Chapel Hill Road, Morrisville, NC 27560 (“WTCC Campus”) as described upon Exhibit A attached hereto and incorporated herein by reference. The WTCC Master Plan for the campus includes up to nine instructional buildings, the first of which has been completed and is in operation (RT-1), with a second which is currently in construction (RT-2) and nearing completion as depicted on Exhibit B attached hereto and incorporated herein by reference. The WTCC designs for RT-2 have been adjusted through collaboration of the parties to include designated spaces for WCPSS use as described hereinbelow (“CIHS Areas”).
- B. **Purpose.** This Agreement sets forth the parameters for the establishment and operation of a Cooperative Innovative high school with a career and technical education focus (“CIHS”), which is a public school to be located at 10908 Chapel Hill Road, Morrisville, NC 27560 in the CIHS Areas within WTCC Building RT-2. The Board seeks to operate the high school for students in grades nine to thirteen (9-13) who reflect the diversity of the Wake County Public School System and to provide an opportunity to complete a high school diploma, some college credit, and/or certifications, in a highly supportive and academically challenging learning environment. All federal, state and local laws applicable to public schools shall be applicable to the CIHS.
- C. **Career and Technical Education High School.** The CIHS is a high school partnership between WCPSS and WTCC to offer students technical programs that follow *Career and College Promise* programs, including but not limited to Cooperative Innovative high school programs. The academic rigor of dual enrollment will prepare students for both career and college post-secondary opportunities. Students will be offered a comprehensive academic program meeting all the WCPSS graduation requirements and University of North Carolina (UNC) System entrance requirements.
- D. **Separate Entities.** Neither WCPSS nor WTCC is a department or division of the other. The parties intend that the CIHS will be a school in the WCPSS with its own students and distinct programs.
- E. **WTCC Goal.** WTCC seeks to collaborate with the Board to provide instructors and support for the CIHS, and to share use of some areas of the CIHS facility for the instruction of WTCC students when not in use by WCPSS.
- F. **Limitation of Agreement:** The Parties agree that this Agreement does not limit or control their rights or obligations regarding activities other than the operation of the CIHS and shared use of its campus.

2. TERM.

- A. **Term.** This Agreement is effective for five (5) years, commencing upon the date of execution of this Agreement by all parties (“Term”).
- B. **Opening Schedule.** The facility construction referenced in Paragraph 1.A. hereinabove is ongoing and is scheduled for completion and operational use in October, 2021. Subject to State

of North Carolina cooperative innovative high school application, approval and funding cycles, CIHS is planned to open for the 2022-2023 school year. The WTCC facility construction shall be timely completed to allow loading of all necessary furniture, fixtures and equipment, installation of technology data wiring and cabling, together with loading such instructional materials, equipment and supplies as are necessary for delivery of CIHS instruction in order to support occupancy by CIHS administration, teachers and staff by July 28, 2022.

3. GENERAL OPERATIONS.

- A. **Enrollment.** It is the Board's present intent to enroll students in the CIHS until the enrollment reaches a total of approximately 100 students per grade level. The enrollment limit is predicated upon classroom space availability and State program restrictions of Cooperative Innovative high schools. Initial enrollment is expected to be limited to seventy-five (75) students per grade level.
- B. **Modified Calendar.** The CIHS shall operate on a modified calendar, which shall align with WTCC's academic calendar as closely as possible (the "Modified Calendar"). It shall be the responsibility of the Board to: ensure that the Modified Calendar satisfies all statutory requirements regarding instructional days and duration; obtain a waiver from the State Board of Education (SBE) for the Modified Calendar, as may be necessary; and develop and administer the Modified Calendar in consultation with the WTCC designee. WTCC shall not be responsible for providing any instruction, courses, curriculum, or other programming for CIHS beyond that which WTCC ordinarily provides to its students as a result of the Modified Calendar.
- C. **Internet Restrictions.** The Board and the CIHS administrators shall be responsible for providing Internet service at the CIHS and ensuring compliance with restrictions on Internet access at the CIHS as required by Board policy. Board staff and CIHS staff will collaborate with WTCC staff to facilitate provision of appropriate internet access availability to WTCC staff and WTCC students' use at the CIHS facility. A mutually agreeable disclosure/waiver form will be developed by the parties for required distribution to and execution by CIHS student's parents and/or guardians.

4. MANAGEMENT AND OVERSIGHT.

- A. **Staffing.** The Board shall appoint and employ a Principal for the CIHS, who shall have executive authority over the CIHS programs and activities. The individual occupying this position is an employee of the Board, not WTCC. Likewise, WTCC shall designate one of its staff members as the primary point of contact for the CIHS ("WTCC Designee"). The individual occupying this position is an employee of WTCC, not the Board. The Principal and the WTCC Designee shall remain in regular communication regarding security, student safety and other issues that may affect the operations of the two schools. Additional WTCC faculty and staff will be located on the high school campus as needed to meet the purpose of partnership. Board and WTCC are each responsible for hiring such appropriate faculty and staff members as are necessary to respectively deliver instruction and support as needed to meet the purpose of the partnership.
- B. **Faculty and Faculty Development.** The Board will provide professional development opportunities to WTCC faculty and staff that provide instruction or support at CIHS related to pedagogy for effective teaching of high school students. Recognizing that the CIHS is a unique learning opportunity and sharing a desire for student and program success, CIHS staff and WTCC employees will collaborate in ongoing professional development activities and professional learning teams with such regularity as the parties may agree and as time and resources permit. The Board may seek consultative services and professional development opportunities from WTCC and other providers for CIHS faculty as time and resources permit.
- C. **Admissions.**

1. **Application.** The Board, including the Principal and the WTCC designee, shall develop an application in consultation with appropriate WCPSS and WTCC staff to be completed and submitted by interested applicants (the “Application”). The Application shall, at the request of the WTCC Designee, include the same campus safety questions asked to WTCC’s full-time undergraduate applicants, which the WTCC may change from time to time. All students who are legally entitled to enroll in the WCPSS shall be entitled to apply to the CIHS.
 2. **Selection.** The Board shall establish and appoint members to an admissions committee for the purpose of reviewing submitted applications (the “Admissions Committee”). The Admissions Committee shall include the Principal, the WTCC Designee, and any other CIHS Employees appointed by the Board. When reviewing the submitted applications, the Admissions Committee shall consider factors such as the applicant’s academic credentials, disciplinary record, potential to graduate from high school, and his or her likelihood to benefit from college-level courses. However, the Admissions Committee shall not discriminate against any applicant based on race, religion, gender, ethnicity, national origin, disability or economic status when making admission decisions. Final admission decisions for the upcoming school year shall be made by May 31st of each academic year.
- D. Confidentiality of Student Information.** All student records obtained in the course of performing this Agreement shall be subject to the confidentiality, disclosure, and re-disclosure provisions of the Family Educational Rights and Privacy Act (FERPA) and other applicable federal and state statutes and regulations, and in accordance with Board and WTCC policies. The Parties acknowledge that they may from time to time need to share confidential student information, particularly in regards to security and student discipline issues, with receiving parties permitted under these provisions and policies. The receiving party shall be required to agree that any confidential information received pursuant to this Agreement remains subject to the applicable federal and state statutes and regulations, and policies, and shall be maintained or disclosed only in accordance with the applicable federal and state statutes and regulations, and policies.

5. SECURITY.

- A. **Student Supervision and Identification:** The Parties acknowledge that CIHS and WTCC students will frequently be present on and moving about the WTCC campus. CIHS employees shall be responsible for directly supervising CIHS students at all times. WTCC employees shall be responsible for directly supervising WTCC students at all times when they are in WTCC classes. Subject to CIHS obligation to supervise CIHS students, the Parties agree that CIHS students will have access to the Wake Tech RTP campus for Regular Use and Special Events as specified in Section 6A. The CIHS students and staff and WTCC staff will wear and display ID badges for purposes of identification while on the WTCC campus.
- B. **Security Services.** WTCC will take the same precautions to protect the safety of CIHS students and assumes the same liability, if any, for such CIHS students as WTCC does for other WTCC students. WTCC shall provide security services for the WTCC Campus including for the CIHS Areas. The Parties may adopt a separate agreement whereby CIHS provides security services and WTCC reimburses CIHS for the cost of those services. In either event, the Parties agree to coordinate all security efforts in order to ensure reasonable protection for all CIHS and WTCC students, staff, and visitors. Consistent with applicable federal and state statutes and regulations, and in accordance with Board and WTCC policies, the Parties will communicate and cooperate regarding student discipline, potential security threats, and other issues related to the safety and security of students, staff, and visitors. In addition, the Principal and the WTCC designee will jointly create a written safety and security plan. In the event of an emergency that takes place on the WTCC campus, the college, its Campus Police personnel, its facilities personnel and others designated in its Business Continuity Plan (emergency

preparedness document) will have primary responsibility and authority in directing a response. CIHS personnel and its Plan will have secondary responsibility.

- C. **Security Cameras.** It is anticipated that security cameras will be employed on the WTCC and within the CIHS Areas. Both WCPSS and WTCC staff shall have access to any information provided through the security cameras.
- D. **Devices for Communications and Safety.** The Board will provide devices as appropriate to maintain communication with CIHS staff and to ensure student safety. The Board will pay for the purchase of and monthly operating costs for the devices, which will remain the possession of CIHS.
- E. **Lunsford Act/Criminal Background Checks.** Each Party shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors (“personnel”) who will engage in any service at CIHS or at a WCPSS or WTCC sponsored event which CIHS students will attend pursuant to this Agreement and are reasonably expected to encounter WCPSS students, and any instructional staff or independent contractor teaching a course in which a CIHS student is enrolled. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). All of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. Each party shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). WTCC ensures that CIHS students, while within the CIHS facility will not have direct interaction with any WTCC employees or independent contractors listed on such lists or registries. The parties acknowledge that pursuant to General Statute 14-208.18, it is unlawful for some 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. WTCC further agrees to conduct annual registry checks as described hereinabove and provide annual certifications at each anniversary date of this Agreement. WTCC agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to personnel, and agrees to provide such records and documents to the other party upon request.

In addition, WTCC agrees to conduct criminal background checks on each WTCC employee who will be providing instruction to or whose duties include meeting with CIHS students. Such checks shall be completed prior to their beginning work in the CIHS facility and WTCC will not allow them into the CIHS facility whose criminal background check is not free of criminal convictions that indicate that the individual poses a threat to the physical safety of students or School Board personnel.

- F. **Sharing Security Information:** The Parties agree to share information relevant to safety and security consistent with applicable federal and state statutes and regulations, and in accordance with Board and WTCC policies.

6. FACILITIES.

- A. **CIHS Classrooms.** The CIHS Areas as provided by WTCC include ten (10) teaching spaces that are designed, furnished, equipped and intended to accommodate CIHS program course offerings that will be taught by WCPSS instructors to CIHS students (CIHS Classrooms). As the CIHS Classrooms alone are insufficient to support the full CIHS program, there are additional classrooms which will only be needed by CIHS instructors for instruction of CIHS students for a portion of the school day, and that when not in use will be used by WTCC for

instruction of CIHS or WTCC students (Shared Classrooms). The Board and WTCC will collaborate to coordinate scheduling of the Shared Classrooms. The CIHS Classrooms and Shared Classrooms are identified on Exhibit C attached hereto and incorporated herein by reference. In the event Board elects to relocate the CIHS 9th and 10th grade students from RT-2 to a WCPSS site, the parties will adapt and modify utilization of the designated teaching spaces as collaboratively determined to meet CIHS student enrollment demand and WTCC classroom space needs.

- B. **WTCC Classrooms.** WTCC will provide teaching spaces at the WTCC Campus that are designed, equipped and intended to accommodate WTCC program course offerings that will be taught by WTCC instructors to CIHS students (WTCC Classrooms).
- C. **Programs Focus.** The initial technical programs utilizing WTCC Classrooms include Computer Programming, Cybersecurity and Network Management, and Biotechnology with the potential for the change or addition of other focus areas based on market demand and program availability and as approved by the parties. The parties reserve the right to adapt and modify utilization of the designated teaching spaces to accommodate other technical program focus areas as collaboratively determined to meet changing market needs and student enrollment demand.
- D. **Shared Media Center.** The WTCC Campus includes a Media Center in RT-1 that is designed, equipped and intended to accommodate media, reference materials and resources that support the WTCC technical program course offerings that will be taught by WTCC instructors to CIHS and WTCC students, the location of which is depicted on Exhibit D attached hereto and incorporated herein by reference. The Board and WTCC will collaborate to identify and acquire necessary media, reference materials, systems and resources and to establish protocols for staffing and operations. Staffing and supervision of the Media Center will be the responsibility of WTCC.
- E. **Shared Dining Area and Prep Kitchen.** The WTCC Campus includes a Prep Kitchen and Dining Area on the first floor of RT-2 that is designed, equipped and intended to accommodate and support WTCC students and activities, together with WCPSS Child Nutrition Services' provision of breakfast and lunch to CIHS students. For Regular Use during the Term, the WTCC will provide WCPSS with limited, non-exclusive use of the Dining Room and Prep Kitchen areas as identified on Exhibit C. Appliances and equipment provided in these areas by WTCC shall remain the property of WTCC, and WTCC shall be responsible for its maintenance, upkeep and replacement. Appliances and equipment provided in these areas by the Board or at its expense shall remain the property of the Board, and the Board shall be responsible for its maintenance, upkeep and replacement. Because of strict food safety and sanitation requirements to which WCPSS Child Nutrition Services must adhere, shared use of the Board-provided appliances and equipment by WTCC shall not be allowed unless approved in writing in advance by WCPSS Child Nutrition Services.
- F. **Administrative Offices.** During the Term, the WTCC shall provide CIHS with exclusive use of appropriate administrative offices and staff work areas (CIHS Offices). These office areas shall be located within the CIHS Areas within reasonably close proximity to the CIHS Classrooms, and are identified on Exhibit C. WTCC reserves the right to require students, faculty, and staff of CIHS and/or WCPSS to execute an assumption of risk and waiver of liability prior to using any of the facilities described herein. In the event Board elects to relocate the CIHS administration from RT-2 to a WCPSS site, the parties will adapt and modify utilization of the designated Administrative as collaboratively determined to meet CIHS and WTCC space needs.
- G. **Conditions of Use of CIHS Classrooms for WTCC Students.**
 - 1. Regular Use: The CIHS Classrooms will be made available to WTCC staff for the administration of WTCC program course offerings for the instruction of solely WTCC students from 5:00 p.m. to 11:00 p.m. on Monday through Friday of each week, and at

any time on Saturday and Sunday of each week during the Fall and Spring term. Board will also make the CIHS Classrooms available to WTCC staff for the administration of WTCC program course offerings for the instruction of solely WTCC students during the Summer terms of the WTCC school year when not in use by CIHS while in session. Regular Use times may be adjusted to better fit the needs of the parties as CIHS and WTCC staff may agree. Making the facilities available includes but is not limited to unlocking all appropriate doors and/or providing WTCC staff with appropriate keys.

2. **Special Events:** In addition to providing CIHS access to the CIHS facilities and campus for Regular Use, WTCC will not unreasonably deny the CIHS Designee's requests to make CIHS classrooms and appropriate related shared facilities and parts of campus available for use by CIHS for CIHS's Special Events, provided the CIHS Designee gives the WTCC Designee reasonable notice of CIHS's desire to use the facilities or parts of campus for such Special Events. Facilities and parts of campus used for CIHS's Special Events shall to be returned to the manner in which they existed prior to their use. WCPSS shall reimburse WTCC for any additional costs directly attributable to CIHS's Special Events.
 3. WTCC use of the CIHS Facilities shall, at all times, comply with applicable law and Board policies. WTCC shall be liable for any damage caused by it, its licensees, its invitees, WTCC employees, or WTCC students to any of the CIHS Facilities, beyond normal wear and tear.
- H. **Parking.** WTCC shall provide and maintain parking spaces on the WTCC campus. WTCC shall also provide and maintain a reasonable number of visitor spaces that may be utilized by the Board's and WTCC's visitors.
1. **Staff Parking.** WTCC shall provide parking for the CIHS and/or WCPSS Employees on the WTCC campus at no cost to WCPSS or to the WCPSS Employees. CIHS and/or WCPSS Employees will have access to park in the same staff-only parking facilities and other parking facilities that are provided for WTCC employees. CIHS staff are also required to pick up a parking permit at the WTCC Cashier's office in Building RT-1 prior to driving to school
 2. **CIHS Student Parking.** Subject to availability, WTCC shall provide parking for CIHS students during the hours of Regular Use for CIHS Areas. CIHS juniors, seniors and super seniors driving to the WTCC RTP campus are eligible to apply for a parking decal, Students must complete the Request to Park form and submit to CIHS. CIHS students who drive to WTCC RTP campus must submit their vehicle information on the Student Driver Forms to CIHS. Students are also required to pick up a parking permit at the WTCC Cashier's office in Building RT-1 prior to driving to school. Students are not permitted to loiter or hang out in the parking lot during the school day. Any fines for damages to vehicles or tickets for parking in unauthorized areas will be the responsibility of the students.
 3. CIHS staff and students will be subject to the same WTCC policies related to campus access and parking as WTCC students and staff at other WTCC campuses and centers. CIHS and/or WCPSS Employees and CIHS Students shall abide by all other Board and WTCC policies regarding such parking and shall be responsible for any and all fines incurred as a result of their failure to do so. Parking areas are identified on the Site Plan depicted on Exhibit B, which is attached hereto and incorporated herein by reference.
- I. **Bus Access.** CIHS will be served by WCPSS school busses. WCPSS bus drivers must follow all procedures for student drop-off and pick-up as outlined by WTCC Campus Police. This includes following procedures developed and provided by CIHS and WTCC staff for entering and exiting the campus, and procedures for student loading and unloading.

- J. **Carpool.** Families who choose to carpool must follow all procedures for student drop-off and pick-up as outlined by WTCC Security. This includes following procedures developed and provided by CIHS and WTCC staff for entering and exiting the campus, and procedures for waiting for students to exit. Cooperation and understanding will make circumstances much easier for all involved to navigate and reduce conflicts on campus.
- K. **Maintenance.** WTCC shall be responsible for maintenance of the WTCC Campus and CIHS Areas. Funding for such maintenance shall be provided by the Wake County Board of Commissioners to WTCC and may be apportioned between the Board and WTCC in such amounts as may be determined by the Wake County Board of Commissioners.
- L. **Utilities.** WTCC shall be responsible for provision of water, sewer, gas, electric, trash, and other general utility services to the WTCC Campus and the CIHS Areas. Funding for the provision of such services shall be provided by the Wake County Board of Commissioners to WTCC and may be apportioned between the Board and WTCC in such amounts as may be determined by the Wake County Board of Commissioners.
- M. **Telephone and Internet Service.** WTCC shall provide telephones, together with telephone and internet services to the WTCC Campus and CIHS Areas, although as to the CIHS classrooms, telephone service will only be provided to the same standards and extent that WTCC provides telephone service to its classrooms. All wiring, internal connections, and infrastructure associated with providing internet and telephone services within the CIHS Areas hereunder shall be the responsibility of the WTCC. As set forth in Section 3.C., it shall be the responsibility of the Board and CIHS administrators to ensure compliance with restrictions on internet access at the CIHS as required by Board policy and with all applicable laws. Funding for such telephone and internet services shall be provided by the Wake County Board of Commissioners to WTCC and may be apportioned between the Board and WTCC in such amounts as may be determined by the Wake County Board of Commissioners.
- N. **Custodial Services.** WTCC shall provide custodial services to the WTCC Campus and CIHS Areas. Funding for such custodial services shall be provided by the Wake County Board of Commissioners to WTCC and may be apportioned between the Board and WTCC in such amounts as may be determined by the Wake County Board of Commissioners.
- O. **Furniture.** WTCC shall provide and allow use of standard office and classroom furniture (commensurate with that provided for its typical offices and classrooms) in spaces used by the CIHS and WTCC. For purposes of this MOA, “**Furniture**” means tables, chairs, desks, and other room furnishings appropriate for the administration and operation of the CIHS. Furniture does not include Office Equipment and Supplies (as defined below). WCPSS shall be liable for any damage caused by it, its licensees, its invitees, CIHS and/or WCPSS Employees, or CIHS Students to any furniture that WTCC provided for use in CIHS Areas, beyond normal wear and tear.
- P. **Prep Kitchen and Dining Area Equipment.** It shall be the responsibility of the Board to reimburse WTCC the actual cost incurred to purchase and install all Prep Kitchen and Dining Area equipment specified and requested by and intended for the use of WCPSS Child Nutrition Services, in accordance with paragraph 6.W. of this Agreement. It shall be the responsibility of WCPSS to retain such ownership, maintenance and cleaning responsibilities of all equipment procured by WTCC for this purpose.
- Q. **Office Equipment and Supplies.** It shall be the responsibility of the Board to provide, at its own cost and expense, all Office Equipment and Supplies for CIHS, its faculty and staff. It shall be the responsibility of WTCC to provide, at its own cost and expense, all Office Equipment and Supplies for WTCC, its faculty and staff. For purposes of this MOA, “**Office Equipment**” means items for administrative or office use, such as computers, printers, copiers, fax machines, servers, modems, and wireless connectivity devices, but shall not include Instructional Materials and Equipment. For purposes of this MOA, “**Office**

Supplies” means items for administrative or office use such as paper, envelopes, ink cartridges, staples, tape, paper clips, writing utensils, and other common office goods.

- R. **Instructional Materials and Equipment.** WTCC shall initially provide and allow use of standard classroom Instructional Materials and Equipment commensurate with its typical classroom in spaces where CIHS staff delivers instruction or otherwise controls, but specifically not including Specialized Materials and Equipment. For purposes of this MOA, “Instructional Materials and Equipment” means presentation technology, computers and related accessories, monitors and other items ordinarily necessary for the appropriate delivery of instruction of CIHS curriculum. WTCC shall be responsible for upkeep, maintenance, repair and replacement of Instructional Materials and Equipment in the classroom spaces where CIHS staff delivers instruction or otherwise controls. WTCC shall be responsible for upkeep, maintenance, repair and replacement of Instructional Materials and Equipment in the classroom spaces where WTCC staff delivers instruction or otherwise controls. The Instructional Materials and Equipment provided by WTCC for WTCC-delivered instruction shall become the property of WTCC upon delivery, and from and after such time as replacement occurs by WTCC, the replaced property shall be the property of WTCC.

Notwithstanding the foregoing, the Board rather than WTCC shall provide WCPSS standard classroom computers for Classroom 211 for delivery of instruction of the CIHS CTE curriculum by CIHS staff, which includes IT Fundamentals, or other similar courses. The Board rather than WTCC shall also provide WCPSS standard classroom computers for Classroom 215 for delivery of instruction of CIHS CTE curriculum by CIHS staff, which includes Python, CET-Microsoft Azure, and NET, or other similar courses. WCPSS shall be responsible for upkeep, maintenance, repair and replacement of the computers that it provides .in Classrooms 211 and 215. Classroom 215 will be dedicated to use for instruction of CIHS students and will not otherwise be available for shared use by WTCC. WTCC shall be responsible for upkeep, maintenance, repair and replacement of Instructional Materials and Equipment it provides to Classrooms 211 and 215, including but not limited to presentation technology, such as a telephone, projector/screen, monitors, and other items ordinarily necessary for the appropriate delivery of instruction of the CIHS curriculum.

- S. **Specialized Materials and Equipment.** The Board shall initially provide and allow use of Specialized Materials and Equipment commensurate with typical CIHS classrooms in the spaces where CIHS faculty members deliver instruction or otherwise controls. The Board shall be responsible for upkeep, maintenance, repair and replacement of Specialized Materials and Equipment in the classroom spaces where CIHS faculty members deliver instruction or otherwise controls.

WTCC shall initially provide and allow use of Specialized Materials and Equipment commensurate with typical WTCC classrooms in the spaces where WTCC faculty members deliver instruction or otherwise controls. WTCC shall be responsible for upkeep, maintenance, repair and replacement of Specialized Materials and Equipment in the classroom spaces where WTCC faculty members deliver instruction or otherwise controls.

For purposes of this MOA, “**Specialized Materials and Equipment**” means specialized computers and related accessories, monitors, printers or plotters, equipment, fixtures, appliances, machinery, parts, tools, fuels, materials and supplies used or consumed in the course of instruction by instructors or students, and other items ordinarily necessary for the appropriate delivery of instruction of CIHS courses whether for CIHS students or WTCC students.

- T. **Software Licenses.** Board and WTCC shall collaborate to initially procure such software licenses as are needed for delivery of instruction of CIHS curriculum including WTCC courses in a cost effective manner. The Board shall provide such software licenses for use by CIHS students for CIHS courses IT Fundamentals, Python, CET-Microsoft Azure, and NET (with Access to CISCO and Packet Tracer) in accordance with the terms of the software licenses, in

accordance with applicable federal and state statutes and regulations, and in accordance with Board and College policies. The Board shall also provide such software licenses as are needed for CIHS instruction and routine operations that are typically provided upon or accessible by Board-issued computers to students, faculty and staff. WTCC shall provide such software licenses for the courses taught by WTCC's faculty. WTCC shall be responsible for use of such software licenses by WTCC students in accordance with the terms of the software licenses, in accordance with applicable federal and state statutes and regulations, and in accordance with Board and College policies.

- U. **Communication Regarding Board Property.** WTCC, through the WTCC Employees or WTCC Designee, shall promptly report all known Property Damage to Board property to the WCPSS onsite principal or assistant principal. For purposes of this MOA, "**Property Damage**" means physical damage to the CIHS property, the Furniture, and the CIHS Facilities, including without limitation, cracks, leaks, outages, structural instabilities, or other damages that threaten or may threaten the CIHS Facilities' intended use, safety or enjoyment.

The Board, through the WCPSS Employees or CIHS onsite principal or assistant principal, shall promptly report all known Property Damage to WTCC property to the WTCC Designee.

For purposes of this MOA, "**Property Damage**" means physical damage to the CIHS Areas, the Furniture, and the WTCC Facilities, including without limitation, cracks, leaks, outages, structural instabilities, or other damages that threaten or may threaten the CIHS Facilities' intended use, safety or enjoyment.

- V. **Facility Description.** The WTCC RTP Campus has a street address of 10908 Chapel Hill Road, Morrisville, NC 27560 ("WTCC Campus"), and is more particularly described in Exhibit A as attached hereto and incorporated herein by reference.. WTCC RTP Campus currently includes Building RT-1 which contains ± 109,000 gross square feet. Building RT-2 which contains ±66,000 gross square feet and is currently under construction, the designs of which have been adjusted through collaboration of the parties to include designated spaces for CIHS use. The CIHS area within RT-2 includes the shared Classrooms, Prep Kitchen and Dining Area described in paragraphs 6.A. and 6.G. hereinabove and as depicted on Exhibit C includes ±29,000 gross square feet. The Shared Media Center described in paragraph 6.D. hereinabove and depicted on Attachment D is located within RT-1 and includes ±6,000 net square feet.

- W. **Shared Costs.** WTCC has garnered an estimate for a scope of work to be done and provision of equipment needed to meet the educational facility needs of CIHS as collaboratively determined in an amount of \$55,962, as described in greater detail on Exhibit E attached hereto, which includes the provision and installation of WCPSS standard warming kitchen equipment as specified by WCPSS Child Nutrition Services staff ("the Improvements"). The Board and the WTCC have collaborated to assure that the estimated schedule for the Improvements will support the CIHS program use of the CIHS Areas and will not interfere with any planned WTCC activities. The Improvements will be the responsibility of WTCC to design, build, and install as part of their RT-2 construction project. The payment of the costs incurred for the provision of the Improvements as described in the estimate and scope of work shall be the responsibility of the Parties and allocated by mutual agreement of the Parties. Upon completion of the Improvements, a site visit will be collaboratively scheduled to inspect and confirm completion to the mutual reasonable satisfaction of the Parties. The Parties' approval of the Improvements shall not be unreasonably withheld, conditioned or delayed. Board shall pay to WTCC its allocated share of the cost of the Improvements within forty-five (45) days of receipt of an invoice issued upon satisfactory completion of the Improvements to the address provided thereon.

7. COURSES AND MATERIALS.

- A. **WTCC Courses.** During the Term, WTCC shall permit the CIHS Students to enroll in courses offered by WTCC and taught by WTCC faculty as part of the CIHS curriculum, provided the Student demonstrates that he or she is adequately prepared for WTCC-level work, and the Student's request to enroll is previously approved by the Principal and the WTCC Designee.
- B. **Registration.** Registration and scheduling of these courses shall be handled by the WTCC Designee in consultation with the faculty and staff of the CIHS and WTCC. The Students shall register, drop, add, and/or withdraw from WTCC courses pursuant to the same policies and procedures applicable to WTCC's students.
- C. **Status and Credit.** CIHS Students enrolled in WTCC courses shall fall under the Cooperative Innovative high school program as authorized by North Carolina General Assembly Session Law 2011-145, the Appropriations Act of 2011. These students shall be evaluated using the same academic criteria that WTCC uses to evaluate its students. Except as set forth in this MOA and as required by applicable law, the WTCC shall not be required to alter, amend, or modify any of its course offerings for the Students. Students who successfully complete WTCC courses shall be entitled to WTCC credit to the same extent as the WTCC's students. For administrative purposes, WTCC shall track the Students enrolled in WTCC courses in WTCC's internal database using a unique identifier.
- D. **Tuition Amount and Full-Time Equivalent (FTE) Student Funding.** As provided for in the Cooperative Innovative high school program, CIHS students shall enroll in WTCC courses offered through this partnership tuition free. WTCC shall receive state funding for teaching CIHS students in accordance with applicable state laws and State Board of Community College (SBCC) Code.
- E. **Textbooks and Educational Supplies.** WTCC shall not be responsible for providing any textbooks or educational supplies to or for CIHS, the CIHS Employees, or the CIHS Students, regardless of whether those textbooks and/or educational supplies are required for CIHS courses. For purposes of this MOA, "**Educational Supplies**" means items such as calculators and such sets of specialized tools, equipment, protective gear and other student kits as a WTCC student would be required to individually procure if enrolled in the same WTCC course outside of the CIHS curriculum. It shall be the responsibility of the Board to provide, at its own cost and expense, such Textbooks and Educational Supplies as CIHS students may need for participation in WTCC courses.
- F. **WTCC Admissions.** Students who wish to enroll in WTCC as student following graduation from CIHS must submit an application for admission to WTCC. WTCC shall ensure that the WTCC Admissions Office is aware of the Student's status as a CIHS graduate. Application fees as well as admissions policies and procedures applied to CIHS students shall follow applicable state laws and SBCC Code. (Current SBCC code does not require an application fee. WTCC does not currently require course fees for the course offerings for CIHS students during the CIHS academic year.). CIHS Students shall not be entitled to any admissions preference or priority simply because of their status as a CIHS graduate.
- G. **Program Review.** WTCC and WCPSS will select programs for CIHS based on market demands and trends, community interest, and wage sustainability. In order to continuously improve offerings and address changes in the service area labor force, both WTCC and WCPSS will engage in a program review process is guided by key operational metrics, both internal to the institutions (e.g., enrollment and completion, minimum program enrollments for sustainable WTCC staffing, etc.) and external to the Wake County area (e.g., employment and wages). Both parties will engage mutually to analyze data and recommend interventions and action plans. If possible, external stakeholders such as advisory committees may be called upon to provide additional information or an outside perspective of the program's structure, coursework, and resources. Action steps will be implemented and will be monitored via the program review process.

8. STUDENT LIFE

A. Education Records.

1. **Records.** During the Term, the Parties will obtain and generate education records regarding the Students. The Parties acknowledge and agree that such records may be subject to certain privacy laws, including without limitation, the Family Educational Rights and Privacy Act (FERPA). Therefore, the Parties agree that any confidential education records regarding the Students that are obtained or generated by them shall be protected from unauthorized disclosure pursuant their respective privacy policies, which shall comply with the requirements of FERPA.
2. **Access to Records.** Prior to enrolling in WTCC courses, Students and their parents or guardians may be required to execute a waiver: (i) acknowledging that both Parties have a legitimate educational purpose in and to their education records; and (ii) permitting the Parties to provide such records to one another in accordance with FERPA, and as necessary to fulfill such legitimate educational purposes.

B. **Conduct and Discipline.** CIHS Students shall be subject to the codes of conduct established by the Board, CIHS, and WTCC. It is the intent of the parties that WCPSS codes should generally apply in situations that arise outside of the classroom and particularly regarding student safety, and that the codes of the party in charge of the respective classroom where and when an incident occurs shall generally apply to situations that arise within a classroom. WTCC may prohibit CIHS Students from attending WTCC courses for violations of applicable law, WTCC's Student Code of Conduct, or WTCC rules, regulations, policies, or procedures. However, suspension, dismissal, or expulsion from CIHS shall be handled by the Board pursuant to Board policy. The Board shall make such disciplinary decisions in consultation with the WTCC Designee. Enrollment in WTCC courses during the CIHS school day is, however, dependent upon enrollment in CIHS. A student suspended, dismissed, or expelled from CIHS or any other WCPSS school may not attend WTCC courses on the CIHS campus during such suspension, dismissal, or expulsion, unless allowed by both the Board or its designee and WTCC. While on WTCC property, WTCC students shall be subject to the WTCC Code of Student Conduct, rules, regulations, policies and procedures of WTCC, and additionally while within the CIHS designated areas shall also be subject to such Board rules, regulations and policies and procedures of the Board and CIHS as are generally related to student safety.

C. **Exceptional Children.** It shall be the responsibility of the Board to identify and evaluate all CIHS Students who may qualify for special education and related services under the Individuals with Disabilities Education Act (IDEA). The Board shall provide, at its sole cost and expense, all special education and related services required under IDEA for all CIHS courses. Students with disabilities seeking accommodations in WTCC courses must meet the disability eligibility requirements of WTCC, and WTCC shall provide such Students with reasonable accommodations based on current documentation provided by the Student and CIHS. WTCC shall also be responsible for complying with the Americans with Disabilities Act and Section 504, Subpart E, of the Rehabilitation Act, in the same manner as is required for all other WTCC students. However, the Board shall reimburse WTCC for any and all expenses incurred by WTCC as a result of having to provide any CIHS Student with any modification or accommodation, including the costs of educational auxiliary aids.

D. **Support Services.** Delivery of student support services to CIHS Students will be coordinated by Board/WCPSS staff, in collaboration with WTCC staff. CIHS Students shall not have access to WTCC health services. Delivery of student support services to WTCC Students will be coordinated by WTCC Staff.

E. **Transportation.** The Board may transport CIHS students to and from the CIHS Areas upon the WTCC RTP Campus on Board school buses. The Board will load and unload students under CIHS staff supervision at a location agreed to by the parties. WCPSS will develop and approve

procedures and policies for people transporting students who do not utilize Board school buses. These will include procedures and policies for entering and exiting the campus, drop-off and pick-up, and waiting for students to exit. WTCC, in cooperation with WCPSS, will develop and approve procedures and policies for WTCC students to access the CIHS Areas. WTCC students must follow all procedures for access and parking, together with drop-off and pick up where carpooling is utilized, to reduce conflicts and as approved by WCPSS. WCPSS in its discretion, in cooperation with WTCC, will develop and approve procedures and policies for transporting students to and from clinical sites.

- F. **Child Nutrition Services.** It is the responsibility of the Board to provide CIHS Students with all legally required food service. WCPSS will serve nutritious meals that are consistent with the requirements of the National School Lunch Program and School Breakfast Program to CIHS Students. The Board shall not be responsible for providing food service for WTCC students.

9. LIABILITY

- A. **Definitions.** For purposes of this MOA, “Liabilities” means all damages, fines, fees, judgments, penalties, losses, costs, injuries, settlements and expenses (including reasonable attorneys’ fees) arising out of any claim, proceeding, suit or action brought by any third party.
- B. **By the Board.** The Board hereby agrees to indemnify, defend, and hold harmless WTCC and its officers, directors, employees, agents and representatives from and against any and all Liabilities arising from the negligence or willful misconduct of the Board or its officers, or employees acting on behalf of the Board or arising from the negligent failure to adequately supervise CIHS Students to the extent covered by insurance purchased by the Board pursuant to G.S. 115C-42.
- C. **By WTCC.** WTCC hereby agrees to indemnify, defend, and hold harmless the Board and its officers, directors, employees, agents and representatives from and against any and all Liabilities arising from the negligence or willful misconduct of WTCC, its officers, or employees acting on behalf of WTCC or arising from the negligent failure to adequately supervise WTCC Students, to the extent permitted by the North Carolina Tort Claims Act G.S. 143-291 et seq.
- D. **No Waiver.** Nothing in this Article 9 shall be construed to waive any defense of governmental immunity which might otherwise be available to the Board or WTCC.

10. TERMINATION.

- A. **Funding Shortfall.** The Parties anticipate that the North Carolina General Assembly will appropriate funds through the Cooperative Innovative high school program for provision of the WTCC instruction within the CIHS. If, at any time during the Term, such appropriation is not had, then either Party may terminate this MOA after providing the other with at least sixty days prior written notice, unless the other party is willing to compensate the Party seeking to terminate the MOA in an amount equal to the funds that are not provided by the North Carolina General Assembly.
- B. **Material Breach.** Either Party may terminate this MOA if the other has committed a material breach of its obligations hereunder and has failed to cure such breach within thirty days of receipt of written notice of such breach.
- C. **Substantial Change in Circumstances.** The parties acknowledge that, during the five year term of this Agreement, a substantial change in circumstances may occur which may render continued performance of this agreement by one of the parties no longer practical or appropriate. Accordingly, upon the determination of a party in the reasonable exercise of its discretion that continued performance is no longer practical or appropriate, such party may terminate this MOA with at least twelve (12) months’ notice prior to the commencement of the

academic year terminated. In the event of a termination, the parties agree to work together in good faith to provide CIHS students a reasonable opportunity to complete the program and to receive appropriate college credit, diplomas and certifications.

11. NOTICE. Except to the extent that this Agreement provides for direct communication between the Principal and the WTCC Designee, any formal 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
Wake County Public School System
5625 Dillard Drive
Cary, NC 27518

With a copy to: Principal
CIHS
10908 Chapel Hill Road
Morrisville, NC 27560

And a copy to: Education Section
Tharrington Smith, LLP
209 Fayetteville Street
Raleigh, NC 27602

If to WTCC: Dr. Scott Ralls
President
Wake Technical Community College
9101 Fayetteville Road
Raleigh, NC 27603-5696

With a copy to: Sandra L. Dietrich
Vice President
Curriculum Education Services
Wake Technical Community College
9101 Fayetteville Road
Raleigh, NC 27603-5696

And a copy to: Darrell Williams
Director, Business Services
Wake Technical Community College
9101 Fayetteville Road
Raleigh, NC 27603-5696

And a copy to: Jeffrey Carter
Vice President, Facilities Services
Wake Technical Community College
9101 Fayetteville Road
Raleigh, NC 27603-5696

12. MISCELLANEOUS.

- A. **License.** Parties hereby grant to one another a limited, revocable, non-exclusive, royalty-free license (without the right to sublicense) to use the other's name, logo, trademarks and service marks (the "Marks") only for the purpose of establishing, administering, promoting, and marketing the CIHS. However, all uses of the Marks must be approved by the prior written consent of the appropriate designee. This license shall begin on the Effective Date and terminate upon the termination or expiration of this MOA. Any and all goodwill created by the use of the Marks shall inure to the benefit of the owner.
- B. **Third Party Beneficiaries.** This MOA is by and between the Parties and may only be enforced by them. The Parties hereby specifically disclaim the existence of any third party right, benefit, or interest hereunder, whether express or implied. For the avoidance of any doubt, CIHS Students and WTCC Students are not third party beneficiaries to this MOA.
- C. **Assignment.** This MOA may not be assigned without the prior written consent of the Parties. Even if assigned, this MOA shall be binding on the assignee and its successors.
- D. **Entire Understanding.** This Agreement contains the final expression of the parties' intent and the sole and entire understanding between the Board and WTCC. 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 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 all parties hereto.
- E. **Further Assurances.** Each of the parties hereto will 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.
- F. **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 performance of this Agreement and the consummation of any transaction it contemplates. This includes, without limitation, all fees and expenses of agents, representatives, counsel, and accountants.
- G. **Severability.** Except to the extent that this Agreement expressly provides otherwise, the rights of the parties hereunder are severable rights, not rights jointly held with each other or with any other party. Any invalidity, illegality, or limitation of the enforceability of any party of this Agreement, whether arising by reason of law or otherwise, shall in no way affect or impair the validity, legality, or enforceability of this Agreement in all other respects.
- H. **Governing Law.** The terms of this Agreement are made under and shall be governed, interpreted and enforced in accordance with the laws of the State of North Carolina. The parties hereto agree that any dispute arising out of this Agreement shall be subject to the jurisdiction of the state court in Wake County, North Carolina.
- I. **Force Majeure.** In the event that the performance of the obligations under this Agreement is prevented by reasons of Force Majeure, the parties are released from their obligations and neither party shall be responsible for any damages sustained and have no further recourse against the other party. Force Majeure shall mean fire, earthquake, hurricane, flood, act of God, epidemics or pandemics, nuclear explosions, strikes, work stoppages, or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, terrorism, power of government or governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the parties.
- J. **Binding.** All provisions of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against the parties, their respective heirs, representatives, successors, and assigns.

- K. **No Joint Ventures.** This Agreement does not and shall not be considered to create a partnership or joint venture between WTCC and the Board. Other than as expressly provided herein, neither party shall have the power to bind or obligate the other.
- L. **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.
- M. **Counterparts.** This Agreement may be executed by the parties hereto in any number of counterparts, each of which, when so executed and delivered, will be an original, but all such counterparts will 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.
- N. **Modification.** The parties acknowledge that this Agreement may require modification from time to time. No modification shall be effective unless made in writing and executed by both parties. The parties agree to meet and confer in good faith should the need for modification arise.

(Balance of this page is intentionally blank. Signatures are on following pages.)

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement as of the Effective Date.

WAKE COUNTY BOARD OF EDUCATION:

Chair, Wake County Board of Education

Date

Secretary/Superintendent

Date

This Agreement has been approved as required by the School Budget and Fiscal Control Act.

Mark Winters, WCPSS Finance Officer

Date

WAKE TECHNICAL COMMUNITY COLLEGE

Board of Trustees

By: _____
Chairman of the Board of Trustees

Date

Board Secretary

Date

President

Date

Chief Financial Officer

Date

Exhibit A
PROPERTY DESCRIPTION

Being all of that certain tract containing 96.576 acres, together with all improvements and appurtenances thereto, having Wake County PIN # 0746-86-7121, and REID #0003943, and being more particularly described as follows:

BEING all of New Lot 1 as shown on that map entitled "Final Plat of Recombination and Right-Of-Way Dedication for: Wake Technical Community College RTP Campus, Cedar Fork Township, Morrisville, Wake County, North Carolina" dated June 22, 2015, and recorded in Book of Maps 2015, Page 1088, Wake County Registry. The subject property is described in a deed recorded in Book 14577, Page 1085, Wake County Registry.

Exhibit B WTCC RTP Campus Master Plan



Exhibit C
RT-2 First and Second Floor Plans - CIHS Areas Utilization



SECOND FLOOR REFERENCE PLAN

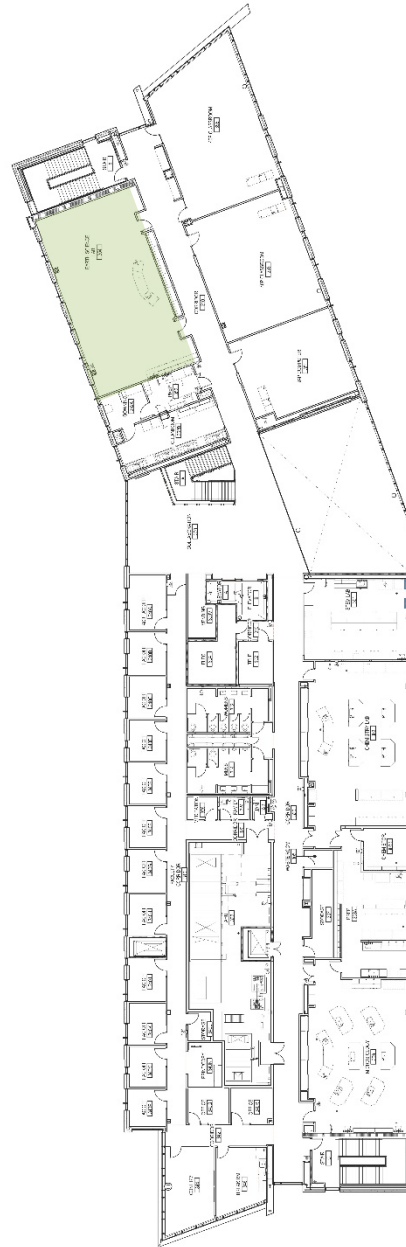


FIRST FLOOR REFERENCE PLAN

Proposed Use Needed When School is In Session:
 WCPSS WWC&CA Primary Use During School Hours (7:00-3:00)
 WCPSS WWC&CA Shared Use During Meals Service
 (Breakfast: 7:25-8:25, Lunch: 10:30-12:00)
 WCPSS WWC&CA Primary Use For First Two Class Periods Only

WCPSS WWC&CA Exclusive Use (CNS Kitchen)

Exhibit C
RT-2 Third Floor Plans - CIHS Areas Utilization



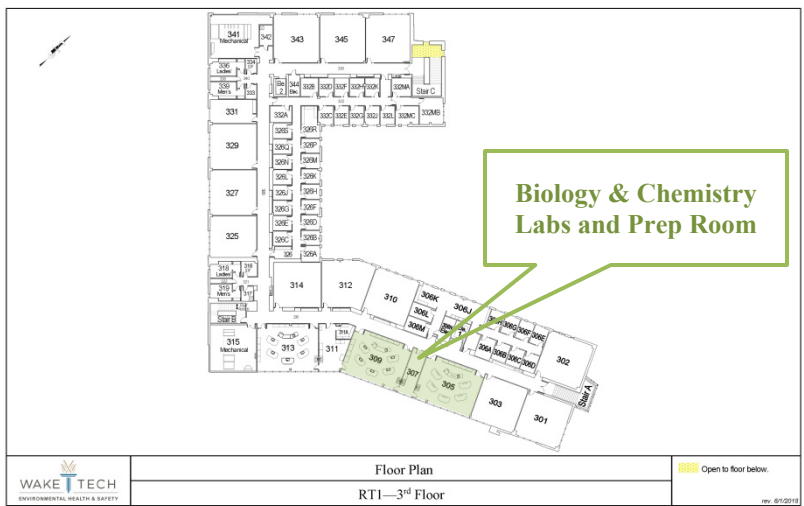
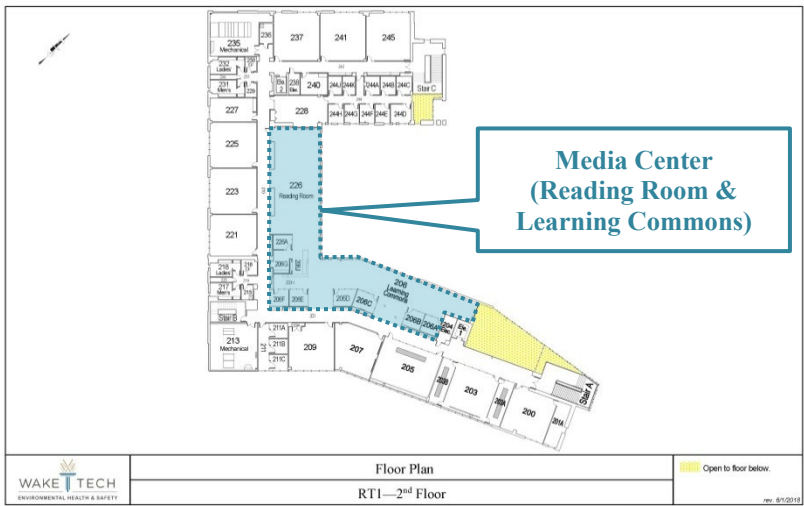
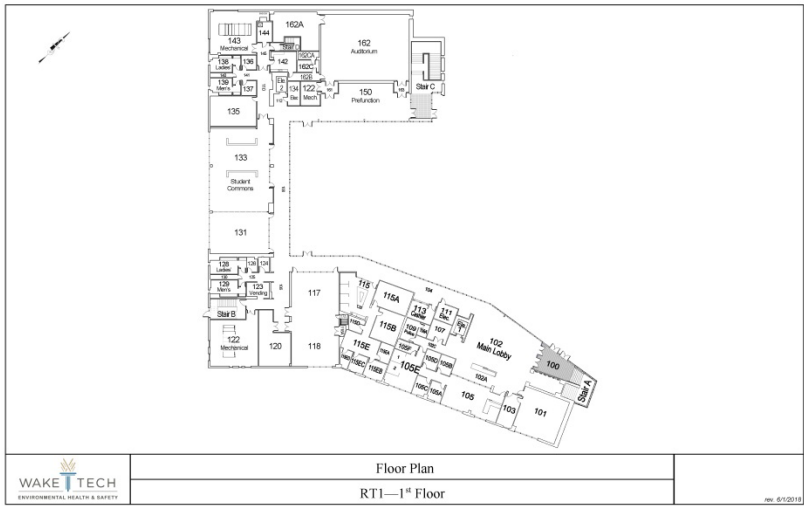
THIRD FLOOR REFERENCE PLAN

Proposed Use Needed When School Is In Session:
WCPSS WWC&CA Primary Use During School Hours (7:00-3:00)
WCPSS WWC&CA Shared Use During Meals Service
(Breakfast: 7:25-8:25, Lunch: 10:30-12:00)
WCPSS WWC&CA Primary Use For First Two Class Periods Only

Exhibit D

WTCC RTP Building RT-1 Floor Plans

Shared Media Center Location (2nd Floor)



WCPS WWC&CA Primary Use During School Hours (7:00-3:00)

Exhibit E

Paragraph 6. T. Shared Costs: Scope of Work and Estimated Costs

	Scope of Work	Room Location	Estimated Cost	Responsible Party
1	WTCC provision and installation of WCPSS standard warming kitchen equipment as specified by WCPSS CNS staff, including:	Warming Kitchen	\$55,962	Board
2	Reach-In Refrigerator			
3	Mobile Heated Cabinet			
4	Nugget Ice Maker With Bin			
5	Stainless Steel Top Work Table			
6	Hot & Cold Serving Counter			
7	Hot Top Table			
8	Cashier Stand			
9	Refrigerated Self-Service Case			
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