

NORTH CAROLINA

DAVIDSON COUNTY

**REVISED AND RESTATED MEMORANDUM OF AGREEMENT:
YADKIN VALLEY REGIONAL CAREER ACADEMY**

This Revised and Restated Memorandum of Agreement (“Agreement”) is made and is effective as of _____, 2020, (“Effective Date”) by and between 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”), and the TRUSTEES OF DAVIDSON COUNTY COMMUNITY COLLEGE (“the COLLEGE”). The participating boards of education and Trustees of Davidson County Community College agree to operate and send eligible students to attend the Yadkin Valley Regional Career Academy (“Valley Academy aka YVRCA”) subject to the terms and conditions of this Agreement, and Part 9 of Article 16 of Chapter 115C of the North Carolina General Statutes.

Pursuant to a Memorandum of Understanding entered into by the parties (except for the Trustees of Davidson County Community College) and originally effective January 1, 2012 and subsequent Addendums dated September 2014, November 2014, a revised Memorandum of Understanding dated April 2016, and an addendum dated August 2018, DCBOE has operated a public high school which is designated “Yadkin Valley Regional Career Academy” which offers a four year educational program, with an option for a fifth year, for students to complete both an associate’s degree and high school diploma, with an estimated capacity of up to 350 students depending on facilities, financial resources and enrollment. The Yadkin Valley Regional Career Academy Advisory Board may recommend expansion of Valley Academy to include middle school grades subject to written approval of all participating districts, and final approval of the host district, DCBOE.

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

I. TERM

- 1.1 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.
- 1.3 Budget. Not later than May 1 during each school year, the DCBOE will begin the process of developing a proposed budget for Valley Academy 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.

2. COVENANTS AND AGREEMENTS

2.1 GOVERNANCE AND OPERATION OF THE SCHOOL

- Host district and fiscal agent. DCBOE agrees to operate a public high school program in Davidson County, North Carolina with the official name of "Yadkin Valley Regional Career Academy" ("Valley Academy" aka "YVRCA") on behalf of the participating partners of Valley Academy as represented by an Advisory Board as set forth below. DCBOE also agrees to serve as the host district and fiscal agent for Valley Academy, and to provide a facility for the school pursuant to NCGS §115C-238.53.
- Student selection and admission. The primary focus for recruitment and admissions are students who would be the first in their family to obtain a college degree. The DCBOE, upon recommendation of participating partners of Valley Academy and its Advisory Board, may set admission criteria and processes consistent with Part 9 of Article 16 of Chapter 115C of the North Carolina General Statutes, including random selection of students from all participating partners meeting admission criteria. In setting admission criteria, the DCBOE, participating partners and Advisory Board are committed to taking reasonable risks as a Cooperative and Innovative High School to admit students who may need intensive support to reach college-entry requirements. At the advice of the Advisory Board and upon approval of the host district, the principal, will employ techniques to maintain and make successful at-risk students who are challenging themselves to apply for Valley Academy.
- Classification of Attending Students. Beginning with and since the initial operation of Valley Academy, the School Systems agreed that students attending Valley Academy 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 Valley Academy 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 Valley Academy as of the 2019-2020 school year shall remain coded and otherwise classified as "visiting students" throughout the duration of their attendance at Valley Academy 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 Valley Academy 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.

- Beginning with and since the initial operation of Valley Academy, 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 Valley Academy as of the 2019-2020 school year and continuing throughout the duration of their attendance at Valley Academy 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 Valley Academy 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.
- Homeschooled Students. 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 Valley Academy, 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 Valley Academy. 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.
- District Slots. 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 Valley Academy. 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 Valley Academy 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.

- Extracurricular Participation. Due to the academic and scheduling demands associated with the curriculum offered at Valley Academy, 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 Valley Academy prior to admission that said students, if admitted and ultimately enrolled in Valley Academy, are not eligible to participate in extracurricular activities, including athletics, as a condition of admission to Valley Academy.
- Change in Domicile. In the event that a student while attending and/or enrolled in Valley Academy 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 Valley Academy for the duration of their academic career.
- District support. The host district DCBOE agrees to analyze district budgets to identify opportunities for support of Valley Academy implementation; provide adequate and equitable district financial resources to effectively support Valley Academy, including allocations for staff instructional supplies, professional development, etc. Participating districts agree to consider reasonable and appropriate requests from the Advisory Board for in-kind commitments that would support Valley Academy without detracting from the services of the participating districts to their own students following all North Carolina procurement laws and policies of the DCBOE.
- Leadership and sustainability. The participating districts commit to provide continuous leadership and support in collaboration with the Advisory Board and the partners of Valley Academy, and to work to assure sustainability of Valley Academy.
- Principal Authority. The principal of Valley Academy will provide day-to-day leadership based on all laws and policies of the State of North Carolina applicable to Cooperative and Innovative High Schools and the DCBOE.
- Faculty and Staff Appointments and Evaluation. The principal of Valley Academy will have the responsibility of evaluating, recommending and dismissing faculty and staff subject to federal, state and local laws, and the policies and procedures of the host district.
- District shared staff. The superintendents of the participating districts commit to define and align district support staff roles and responsibilities to ensure delivery of services that effectively support Valley Academy goals. However, such in-kind sharing of current staff will be made at the sole discretion of the participating district superintendents in consultation with the principal.
- Confidentiality of Personnel Information. All personnel matters are confidential pursuant to Chapter 115C of the General Statutes of North Carolina; however, the principal and

superintendent of the host district will endeavor to keep the Advisory Board reasonably informed as to all personnel matters and decisions within the parameters of Chapter 115C of the General Statutes of North Carolina and any release or authorization entered into by personnel or prospective personnel that may allow for sharing of information that may otherwise be confidential pursuant to Chapter 115C, and any Advisory Board member who may be granted access to confidential personal information subject to the terms of this MOA will be required to sign and enter into a confidentiality agreement concerning such confidential personnel information.

- Additional host district commitments.
 - DCBOE will compensate the principal, faculty and staff of Valley Academy as required by North Carolina law and the policies of the DCBOE.
 - Include support for Valley Academy to meet the goals of the initiative in the districts' Strategic Plan.
 - Support Valley Academy by reviewing and revising policies and/or procedures that the Valley Academy Advisory Board recommends as barriers to the development and success of Valley Academy as a Cooperative and Innovative High School consistent with all North Carolina laws and policies.
 - Allow the Valley Academy Advisory Board to collaborate with the host district and follow all laws and policies of the host district.
 - Shall designate a facility currently owned and operated by the DCBOE as the site of Valley Academy for the use and operation of the school and be primarily responsible for the upkeep and maintenance of such facility in compliance with all requirements for the operation of public school facilities in North Carolina. The current facility and location of Valley Academy may be subject to change only pursuant to §115C-238.53(c).
- Transportation. Participating school systems shall be individually and solely responsible for transportation of their students who may attend Yadkin Valley Regional Career Academy 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 Yadkin Valley Regional Career Academy.
- Legal compliance. Pursuant to Part 9 of Article 16 of Chapter 115C of the North Carolina General Statutes, the host district will ensure that all federal, state and local laws applicable to public high schools along with waivers and exceptions granted to Valley Academy will be applicable to Valley Academy including but not limited to curriculum, compliance with laws and regulations governing education of students with disabilities, provision of textbooks and related materials, provision of health services, 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.
- Policies: The faculty, staff and students of Valley Academy will be subject to the policies and procedures set by the host district, DCBOE, except for additional policies or exceptions specific to Valley Academy that may be recommended by the Advisory Board and approved by DCBOE or the State Board of Education.

3. YADKIN VALLEY REGIONAL CAREER ACADEMY ADVISORY BOARD

By approval of this MOA, the participating boards of education authorize the prior formation and continuation of an Advisory Board of Valley Academy as set forth herein. The Advisory Board is an association, organized exclusively in support of Yadkin Valley Regional Career Academy (“School”) and to help bridge the gap between the classroom and “the business world”.

Advisory Board Mission: The mission of the Advisory Board is to support the School’s mission to graduate creative innovators and vision, which is to cultivate learning experiences that foster entrepreneurial spirit, leadership, and creativity; to graduate all students with the academic and workplace skills needed to live, serve and thrive in the 21st century; and to ensure that student outcomes and curriculum meet the needs of our customers in business and higher education and staying aligned to evolving economic development priorities in the region by:

- Advancing meaningful Work Based Experiences for students and teachers;
- Advocating within the business, education and government communities;
- Support for scaling the STEM concept through the appropriate supporting organizations;
- Support innovative, cutting edge and interdisciplinary teaching strategies.

Advisory Board Objectives:

1. Develop an understanding and advance the mission and programs of the School within the community and the state;
2. Provide a volunteer base in support of the School;
3. Assist in providing and soliciting financial support for the School’s programs;
4. Help build and enhance relationships between the School, local businesses/industries and the community;
5. Develop specific goals for the school on an annual basis and provide metrics and adequate support to the School and the School's principal towards attainment of these goals. Annual goals will be established at an Advisory Board retreat conducted each year in July or August prior to the start of the School’s academic year.

Composition: The Advisory Board shall consist of not less than eighteen (18) and not more than twenty-four (24) members. Candidates for election to the Board shall be determined by a nominating committee consisting of no less than three (3) Board members.

Nomination: The Advisory Board Chairperson shall, at least sixty (60) days prior to the annual Advisory Board retreat, appoint a nominating committee of the Advisory Board to present a slate of potential Advisory Board members to the Board as potential members to fill the terms of those members whose terms may be expiring. After reviewing the slate of potential members recommended by the nominating committee, the Advisory Board shall vote on nominations for appointment.

Qualifications: Membership on the Advisory Board shall be open to representatives from the local business community, parents of students in the school program, members of the local community and other interested parties. All members of the Advisory Board must agree to support the Board's purpose and goals and to abide by these bylaws. Appointed members of the Advisory Board shall be selected for their interest in and commitment to the importance of public education to regional economic development and to the purposes of Yadkin Valley Regional Career Academy. Beginning and effective

prior to the 2016-2017 academic year, the Advisory Board shall be composed of members as set forth below:

1. Each participating Board of Education shall appoint one Board member to the Advisory Board from among the membership of the local board of education as an ex officio member of the Advisory Board. Ex Officio members appointed by local boards of education may serve as an Advisory Board member so long as they remain a member of their respective board of education, subject to replacement by the respective board of education if unforeseen circumstances prevent completion of the term of appointment.
2. The superintendent of each participating district shall serve as an ex officio member of the Advisory Board and shall remain an ex officio member of the Advisory Board during their term of employment as superintendent with the participating district.
3. The school's principal shall serve as an ex-officio member of the Advisory Board and shall remain an ex-officio member of the Advisory Board during their term of employment as the school's principal.
4. The President of Davidson County Community College, or designee shall appoint one member to the Advisory Board from among the staff of the Davidson County Community College as an ex officio member of the Advisory Board, subject to replacement by the President of Davidson County Community College, or designee as circumstances dictate.
5. Due to the integration with the curriculum and coordination of business partners to deliver authentic teaching modules to the school, the Junior Achievement Advisory Committee shall appoint one member to the Advisory Board as an ex-officio member of the Advisory Board, subject to replacement by the Junior Achievement Advisory Committee as circumstances dictate and so long as Junior Achievement continues to partner with and support the school.
6. The existing members of the Advisory Board, shall select up to eleven (11) members as representatives of the business community. At least three (3) of the appointees shall be a resident of the County in which the school is located. The representatives of the business community shall serve an initial term of 3 years, and may be reappointed at the end of their initial 3 year term for an additional term of 3 years. Following the completion of a second term of 3 years, said members shall not be eligible for reappointment until said member has been off of the Advisory Board for a period of 1 year. In order to provide continuity on the Board, the terms of the members shall be staggered so that the members will be divided into 3 groups, each group having a term ending date as of June 30 of each successive year on a rotating basis so that approximately 1/3 of the members' term will expire every year. Each member shall continue to serve until his or her respective successor is duly appointed and elected, or until his or her death, resignation, removal, or disqualification. No more than two (2) Advisory Board members shall come from a single organization.
7. The chair of any parent advisory council that may be established, or in the absence of such a council, the principal of the school, shall recommend two (2) parent representatives from among the council membership, or in the absence of such a council, in the principal's discretion, two (2) parent representatives that currently have a child(ren) enrolled in the School. Such recommendation of a parent representation shall be composed of a parent with a student in the freshmen or sophomore class and a second parent representative with a student in the junior or senior class. Parent representatives shall serve a term of one year subject to reappointment each year by the Parent Advisory Council or

the Principal of the school in order to maintain one representative from the freshmen/sophomore class and one representative from the junior/senior class.

8. Whenever a member of the Advisory Board shall fail for any reason other than ill health or service in the interests of the state or nation to be present at 3 successive regular meetings of the Advisory Board, or 4 regular meetings of the Advisory Board in an academic year, his or her place as a member of the Advisory Board shall be deemed vacant. Any member of the Advisory Board may be removed from office by the appointing authority for misfeasance, malfeasance, or nonfeasance in office. All vacancies shall be filled by the appointing authority for the remainder of the term of office. A member will be deemed to have attended a meeting if a delegate has been designated and attends on behalf of the member.

Term of Membership:

1. Any member may resign from the Advisory Board by giving written or electronic notice to the chairperson and said resignation will be effective immediately upon receipt of such notice. Resigning members are encouraged to identify and nominate a replacement member.

2. Any Advisory Board member other than Board of Education members, school Superintendents, the school Principal, and the DCCC representative may be asked to resign from the Board at any time, for any reason, by a majority vote of the members of the Advisory Board. Under such circumstances, the member will agree to step down.

Membership Year: The membership year on the Advisory Board will begin on July 1 and continue through June 30 of the following year. However, new members may be nominated at any point during the membership year, not inconsistent with these bylaws.

Advisory Board Role and Responsibility: The Advisory Board will be permitted to guide the direction of Valley Academy in its policies and curriculum development not inconsistent with Part 9 of Article 16 of Chapter 115C of North Carolina General Statutes, all policies and procedures set by the North Carolina State Board of Education and all policies and procedures set by the host district, DCBOE. The participating boards of education commit to considering the recommendations made by the Advisory Board absent legal, personnel, and/or financial issues or constraints based on all laws and policies of the State of North Carolina, the State Board of Education, the DCBOE and the terms of this agreement. All Advisory Board tasks shall be in the form of recommendations to the host district, the DCBOE.

Personnel:

- Approval of Contracts. All contracts must be approved by the host district, the DCBOE, as required by Chapter 115C of the North Carolina General Statutes.
- Principal Selection. The Host District, DCBOE will follow all applicable laws and policies of the State of North Carolina and the host district for interviewing, recommending, and hiring a principal. In the event of a principal vacancy, the Advisory Board will have at least two (2) representatives, as selected by the Advisory Board, to serve in collaboration with the host district to screen, interview, and recommend a principal candidate to the Superintendent of the host district, the DCBOE. The Superintendent of the host district will make the final recommendation to the DCBOE for final approval.
- Principal Evaluation. The principal of the school shall be evaluated by the host district superintendent or designee, as required by law. Prior to the evaluation of the principal by the host

district superintendent, the Advisory Board may submit feedback and comments regarding the performance of the principal not inconsistent with Chapter 115C of the North Carolina General Statutes. Said feedback and comments shall be limited to and directly related to the principal's performance in working towards attainment of the annual goals previously set by the Advisory Board.

- Budget. No later than April 2nd during each renewal term, the Advisory Board will begin the process of developing a proposed budget for the next academic year. The Treasurer shall lead a subcommittee of the Advisory Board to initially develop a proposed budget which shall be prepared in coordination with the school's Principal. The proposed budget shall be presented to and approved by the Advisory Board and the Advisory Board will complete its proposed budget for submission to the host district no later than June 30 of that year. The host district, DCBOE, will approve the school budget based on all laws and policies of the State of North Carolina and the DCBOE.

4. MISCELLANEOUS

- 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.
- 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.
- 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 of privilege.
- Amendments. This Agreement may be amended, superseded, terminated, renewed or extended only by a written instrument signed by all Parties.
- 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.
- Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors in interest.
- 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.
- Headings. The headings in this Agreement are for references only and shall not affect the interpretation of this Agreement.

- 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.

Entered into by and between Davidson County Board of Education, Lexington City Board of Education, Thomasville City Board of Education, and the Trustees of Davidson County Community College as of the day and year first above written.

DAVIDSON COUNTY BOARD OF EDUCATION

By: _____
Alan Beck, Chair

LEXINGTON CITY BOARD OF EDUCATION

By: _____
Darrick Horton, Chair

THOMASVILLE CITY BOARD OF EDUCATION

By: _____
James Carmichael, Chair

TRUSTEES OF DAVIDSON COUNTY COMMUNITY COLLEGE

By: _____
_____, Chair

APPROVED BY:

NORTH CAROLINA STATE BOARD OF EDUCATION

By: _____

NORTH CAROLINA STATE BOARD OF COMMUNITY COLLEGES

By: _____