

**A MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF APPOMATTOX AND APPOMATTOX COUNTY  
PUBLIC SCHOOLS ESTABLISHING THE LINDEN COOPERATIVE**

**Short Title**

This Agreement may be cited as the 'Linden Cooperative MOU, 2025'.

**I. Shared Vision**

The Town of Appomattox and Appomattox County Public Schools ("the parties") agree to partner in the use of an Artificial Intelligence Compute Server and related networking and data storage equipment ("the AI System"). This system is intended to support students, educators, civic leaders, and the broader community as they learn and apply new technologies.

**II. Purpose of This Agreement**

This Memorandum of Understanding ("MOU") outlines how the Town and the School Division will jointly manage, maintain, and benefit from the AI System. This includes housing, operating, and using the equipment in ways that serve educational, vocational, civic, and public-interest goals.

The parties understand that AI technologies are evolving rapidly. This MOU is meant to be flexible and revisited regularly to keep up with new needs and opportunities.

**III. Shared Principles for Use**

- **Educational and Civic Use:** The AI System will support teaching, research, and local innovation. Projects that benefit students, schools, local government, or the community will receive priority.
- **Open and Ethical Access:** The system is a shared community resource. Use should reflect fairness, responsibility, and care, particularly given the complexity of emerging AI tools.
- **No Harmful Use:** The system shall not be used to exploit, surveil, mislead, or cause harm.
- **Collaboration First:** The system should bring people, agencies, and institutions together. Redundant or competitive uses should be avoided in favor of cooperation.
- **Evolving Governance:** Both parties will revisit policies and priorities at least once per year to ensure continued relevance and community alignment.

**IV. School Division Responsibilities**

The School Division will:

- Provide a secure, climate-controlled space with power and internet connectivity.
- Designate a technical point of contact for coordination and routine access.

- Each party shall designate an administrative representative, if needed, to participate in the development of a formal charter or advisory board structure for future grant opportunities. Any such structure must be approved by both the Appomattox County School Board and the Town Council, and shall remain advisory unless otherwise agreed in writing.

## **V. Town Responsibilities**

The Town will:

- Purchase, own, and maintain the AI System and commercial licenses.
- Designate the Town Manager, or their designee, as the primary administrator and point of coordination for the Town's operational, financial, and technical responsibilities related to the AI System.
- Maintain administrative access to the AI System, with authority to approve system configurations, data governance standards, and third-party collaborations.

## **VI. Funding and Growth**

- The parties agree to work together to apply for grants and funding from Federal, State, and private sources.
- Either party may lead proposals, but responsibilities and benefits will be shared equitably, subject to a separate written agreement if required.
- Each party agrees to notify the other of any grant proposals involving the AI System and coordinate efforts to avoid duplication. If a joint proposal is pursued, responsibilities and benefits shall be outlined in a separate written agreement.

## **VII. Public Records, Security, and Liability**

- The Town shall retain ownership of all hardware and software assets.
- The School Division shall ensure physical security and reasonable access by the Town Manager or their designee.
- Both parties agree to handle public records, data security, and user access in compliance with applicable Virginia laws, including FOIA.
- Neither party shall be held liable for any unauthorized use of the system by a third party unless caused by negligence.

## **VIII. Term and Review**

- This MOU is effective upon signature and shall remain in effect until modified by mutual agreement or terminated by either party with 30 days' written notice.
- A joint review will occur each June to evaluate how the system is being used and whether the agreement should be updated.

## **IX. Dispute Resolution**

Any dispute arising under this MOU shall be resolved first through direct consultation between the Town Manager and the Superintendent of Schools. If unresolved, the matter will be referred to the Town Council and School Board for resolution.

**X. Signatures**

Approved by the Appomattox Town Council through resolution and executed by:

Town of Appomattox

By: \_\_\_\_\_  
Mr. Michael Campbell, Town Manager

Appomattox County Public Schools

By: \_\_\_\_\_  
Dr. Jason S. Tibbs, Superintendent