

**AMENDMENT TO AN
AGREEMENT TO ESTABLISH AND OPERATE
A JOINT SCHOOL PROGRAM**

This **AGREEMENT**, made this 15th day of November, 2011, by and among **THE SCHOOL BOARD OF CAROLINE COUNTY, THE SCHOOL BOARD OF KING GEORGE COUNTY; THE SCHOOL BOARD OF SPOTSYLVANIA COUNTY; AND THE SCHOOL BOARD OF STAFFORD COUNTY** amends and replaces a prior **AGREEMENT** to establish and operate a joint school program made the 24th day of February, 1998, and revised on the 21st day of January, 2010.

WITNESS, THAT:

WHEREAS, the School Board of Caroline County, the School Board of King George County, the School Board of Spotsylvania County, and the School Board of Stafford County (**Participating Parties**) wish to amend the original **AGREEMENT** to establish, operate and control a joint school program known as The Commonwealth Governor's School.

NOW, THEREFORE:

For and in consideration of any initial contributions and the continuing support provided to date toward the operation of the aforementioned program, the **Participating Parties** do hereby agree to the following **AMENDED AGREEMENT TO ESTABLISH AND OPERATE A JOINT SCHOOL PROGRAM** known as the Commonwealth Governor's School.

I. PURPOSE OF THE COMMONWEALTH GOVERNOR'S SCHOOL

The purpose of The Commonwealth Governor's School shall be to provide an academic-year regional program based on a school-within-a-school model, using a half-day program for gifted and highly motivated high school students. The program shall consist of a challenging, differentiated, and interdisciplinary program in English, mathematics, science, and social studies, utilizing real-time compressed video technology and coordinated large group activities, field experiences, and team teaching to create a regional community of learners.

- A. The **Participating Parties** agree with and support the fundamental need for unique and specialized learning opportunities for gifted students as identified in federal legislation:

The term "gifted and talented", when used with respect to students, children, or youth, means students, children, or youth who give evidence of high achievement capability in areas such as intellectual, creative, artistic, or leadership capacity, or in specific academic fields, and who need services or activities not ordinarily provided by the school in order to fully develop those capabilities. (Title IX, Part A, Section 9101(22), p. 544)

- B. Students with highly gifted abilities have unique academic and emotional needs that often are best addressed in learning environments specifically designed to address those needs and by a teaching staff with specific training to recognize and address those needs.

- C. Validated and highly respected educational research supports the need and rationale for programs such as the Virginia Governor's Schools in addition to opportunities to participate in advanced, honors, and/or Advanced Placement classes.
- D. School divisions remain concerned with continued advocacy for appropriate learning opportunities for all students, including the highly gifted students, but also including students with special needs as well as students with interest in athletic programs, career preparation, fine arts, etc.

II. OPERATIONAL

This **AGREEMENT** hereby affirms that:

- A. The instructional program of The Commonwealth Governor's School shall be generally provided through the use of personnel and school facilities of the **Participating Parties** and/or through financial and other arrangements between and among the **Participating Parties**.
- B. Personnel engaged by the **Participating Parties** shall be recruited, employed, assigned their duties and responsibilities, supervised, evaluated, and separated from service consistent with the policies of the respective **Participating Parties** as the employer of record, in cooperation with The Commonwealth Governor's School Director.
- C. Facilities, equipment and other tangible or real properties or resources provided by the **Participating Parties** in support of The Commonwealth Governor's School shall be under the control, management, and supervision of the respective **Participating Parties**, in cooperation with The Commonwealth Governor's School Director.
- D. No tuition nor other fees or charges shall be assessed **Participating Parties** except as may be separately and expressly authorized and approved by an official action of the respective **Participating Parties** as a part of a regularly scheduled School Board meeting.

III. GOVERNANCE

- A. A Governing Board of this Organization shall be a Joint School Board (hereafter referred to as the "Governing Board"), as authorized by Section 22.1-26 of the Code of Virginia and consistent with the regulations promulgated by the State Board of Education for "Jointly Owned and Operated Schools and Jointly Operated Programs" (8 VAC 20-280-10 et seq.) This Governing Board shall be a nonprofit, unincorporated association.
 - 1. **Participating Parties** shall be entitled to have one (1) representative each elected from their membership to serve as a member of the Governing Board and one (1) representative to serve as an alternate. The alternate member may be the Superintendent of such school division or the superintendent's designee.

2. Other School Boards which become Additional Parties (See Section IV below) shall be entitled to one (1) representative each and entitled to designate one (1) alternative representative, who may be the school division superintendent or the superintendent's designee.

B. The powers and duties of the Governing Board shall include the following:

1. To adopt such by-laws as are necessary for the efficient operation of The Commonwealth Governor's School provided that such by-laws shall not be inconsistent with the terms of this **AGREEMENT**. The by-laws shall require that decisions on real estate or property investment matters be made by votes of the Governing Board.
2. To acknowledge the provision by the **Participating Parties** of facilities, equipment, and materials; administrative, clerical, and teaching personnel; and/or transportation services necessary in support of The Commonwealth Governor's School.
3. To select, develop and/or otherwise identify and describe the coursework (including the additional instructional/learning experiences other than coursework) and the suggested activities designed to meet the unique needs of students interested in and eligible for participation as defined by the rules and regulations of the joint school program.
4. To assist participating schools and school divisions in the implementation of the planned coursework (including the additional instructional/learning experiences other than coursework) and the suggested student activities.
5. To establish and manage the business affairs of The Commonwealth Governor's School in order to facilitate cooperation and coordination of coursework, student services, and student activities between and among the participating school divisions and/or schools.
6. To make relevant policy decisions and to employ such Governing Board personnel as may be authorized to carry out the duties and responsibilities of the Governing Board.
7. To determine, with such professional advice and the direct involvement of **Participating Parties'** school division personnel as deemed necessary and/or appropriate by the respective School Boards, the curriculum, eligibility standards of students, and all matters necessary to efficiently operate The Commonwealth Governor's School.
8. To execute any other duly authorized responsibilities for the management of its business and property affairs necessary to carry out its purposes.

9. To have such authority related to the operation of programs defined and/or described as "Academic Year Governor's Schools" as may be provided under the laws of the Commonwealth of Virginia and the Rules and Regulations of the State Board of Education.

IV. PROPERTY (REAL/PERSONAL) INTERESTS

All property, real or personal, now owned by or hereinafter acquired for The Commonwealth Governor's School purposes, shall be held for the use of the **Participating Parties** hereto. Ownership is retained by entity that purchased the property.

A. Property purchased or furnished by a **Participating Party**:

1. All property, real or personal, acquired by the **Participating Parties** of this **AGREEMENT** at the date hereto or acquired prior to the addition of any Additional Party, shall remain the property of the **Participating Parties** hereto exclusively as their interests exist as of the date hereof.
2. The property acquired by each **Participating Party** shall be considered a non-transferred property contribution of each such **Participating Party** towards the non-operating expenditures of The Commonwealth Governor's School.
3. The site premises properties purchased by **Participating Parties** are the properties of the respective individual party.
4. The Commonwealth Governor's School Governing Board shall request from the **Participating Parties** that easements be granted to public utilities as may be necessary provided that such easements do not substantially interfere with the uses of the properties owned by the **Participating Parties** hereto.

B. Property purchased or furnished by the Governing Board:

1. All property, real or personal, acquired by the Governing Board shall remain the property of the Governing Board regardless of where that property is placed for use by staff and/or students.
2. Upon withdrawal from The Commonwealth Governor's School, all property owned by the Governing Board shall be returned to the Governing Board.
3. Upon dissolution of The Commonwealth Governor's School, all properties owned by the Governing Board will be divided among the **Participating Parties** (see Section VIII below).

V. ADDITIONAL PARTIES

The School Boards of other school divisions may become **Participating Parties** to this **AGREEMENT** and members of The Commonwealth Governor's School Governing Board by filing a written application with the Clerk of The Commonwealth Governor's School Governing Board and by sending a copy thereof to the Clerk of each of the **Participating Parties**.

- A. For admission an applicant must receive an affirmative majority vote by the members of The Commonwealth Governor's School Governing Board present and voting at a regularly scheduled meeting. Applicants who become members of The Commonwealth Governor's School Governing Board under this paragraph must execute an addendum to this **AGREEMENT** and be bound by the terms hereof and shall then thereafter be referred to as **Participating Parties**.
- B. Applicants who become parties to this **AGREEMENT** and members of The Commonwealth Governor's School Governing Board under this paragraph agree (within sixty (60) days after acceptance) to submit an estimate of the number of students to be enrolled in the Commonwealth Governor's School program during the first year as a member. That estimate shall be considered the enrollment for purposes of determining any initial financial contribution or other consideration to The Commonwealth Governor's School program and/or other **Participating Parties** as may be appropriate.
- C. At the conclusion of the first year financial contributions, if any, to The Commonwealth Governor's School shall be established as a part of the annual budgeting process of the Governing Board.

VI. WITHDRAWAL

Participating Parties to this **AGREEMENT** may withdraw from this **AGREEMENT** by giving a formal written notice to the Clerk of The Commonwealth Governor's School Governing Board with a copy to all remaining Participating Parties at least one year in advance of the withdrawal except that no such notice shall be later than July 1st of the year preceding the fiscal year of the withdrawal.

- A. The withdrawing party shall, prior to its withdrawal, convey all of its undivided interest in all property, real or personal, acquired by The Commonwealth Governor's School Governing Board and held by said withdrawing party. Such percentage undivided interest shall be conveyed to the remaining **Participating Parties** upon withdrawal.
 - 1. The withdrawing party shall prepare and execute such documents as are necessary to transfer its interests in all property, real and personal, acquired by The Commonwealth Governor's School Governing Board and held by said withdrawing party or on its behalf.
 - 2. Said documents shall transfer the undivided fractional interest of the withdrawing party to the remaining **Participating Parties** which hold an undivided fractional interest in said property and said transfer to the remaining **Participating Parties** shall

be proportional to the undivided interest in said property held by the remaining **Participating Parties**.

3. Site premises and other properties owned by the withdrawing Party shall remain the properties of the withdrawing Party without consideration paid to the withdrawing Party for such property by the remaining parties.
- B. Upon withdrawal, no prior contributions made by the withdrawing party or on its behalf to The Commonwealth Governor's School or in furtherance of the purposes of The Commonwealth Governor's School Governing Board shall be withdrawn except as may be hereinafter provided.
- C. Any withdrawing party must, prior to withdrawal, complete its financial obligation for any funds obligated to The Commonwealth Governor's School Governing Board.
- D. All other necessary and documented withdrawing expenses shall be borne by the withdrawing party.
- E. Upon withdrawal of any party from this **AGREEMENT**, pursuant to the terms and conditions of this Section, all further obligations and duties of said withdrawing party under this **AGREEMENT** shall cease.

VII. BUDGET & FINANCE

The Finance Committee shall be the Budget Directors (or other Superintendent's designees as appropriate) from the member school divisions. The Finance Committee will serve as a resource to the Director and the Governing Board in discharging their respective responsibility for the overall supervision of the financial reporting, accounting policies, internal controls and the planning, development and review of financial and budgetary policies of The Commonwealth Governor's School.

Subject to their participation in the various educational programs authorized and/or approved by The Commonwealth Governor's School Governing Board, **Participating Parties** hereto shall provide each year such funds as may be approved by their respective School Boards to establish, operate and maintain The Commonwealth Governor's School programs, services and activities subject to the following:

- A. Such funds as may be approved by **Participating Parties** shall remain within their respective budgets and under the control of such Parties except that specific appropriations may be authorized to The Commonwealth Governor's School Governing Board at the sole discretion of the Participating Parties.
- B. A recommended annual operating budget for The Commonwealth Governor's School shall be presented to the Governing Board for consideration by December 1 of each year. The budget shall include for the respective **Participating Parties**:

1. An estimate of the number of students expected to enroll in The Commonwealth Governor's School program by grade, and
 2. A summary of their estimated expenditures supportive of The Commonwealth Governor's School program.
- C. The Commonwealth Governor's School Governing Board shall consider the above recommendations and, after deliberation, approve a proposed operating budget not later than January 31st of each year.
- D. The Commonwealth Governor's School Governing Board's proposed budget shall be submitted to the **Participating Parties** and shall:
1. Consider The Commonwealth Governor's School Governing Board's proposals in accordance within the dictates of the budget process within each respective School Division. A good faith effort shall be made by the **Participating Parties** to include those planned expenditures for the program (as estimated in Paragraph VI (C) above) in its adopted budget each year as is reasonably practicable.
 2. Once The Commonwealth Governor's School Governing Board has received and reviewed the considerations from the **Participating Parties**, it shall finalize The Commonwealth Governor's School Governing Board's budget.
 3. The Commonwealth Governor's School Governing Board shall have the right and power to accept and expend as it deems appropriate any funds which may become available to or for educational purposes however, The Commonwealth Governor's School Governing Board shall not have the power to obligate the **Participating Parties** of this **AGREEMENT** or any one of the political subdivisions providing financial support to the **Participating Parties**.

VIII. TERMINATION/DISSOLUTION

Should The Commonwealth Governor's School Governing Board terminate its operations by dissolution or by sale of its facilities or other properties, or in any other manner, then the assets held and owned by The Commonwealth Governor's School Governing Board, after payment of all liabilities including the costs of any appraisals therewith demanded, will be distributed among the then existing **Participating Parties**, according to their respective undivided fractional interests in the said assets, or on a prorated basis as agreed to by the **Participating Parties**.

The Governing Board may be voluntarily dissolved by the Governing Board if a resolution to dissolve is adopted by a unanimous vote of the Governing Board members present and voting.

IX. COMPLETE AGREEMENT

This **AGREEMENT** constitutes the complete understanding among the **Participating Parties** hereto and it shall not be amended in any respect unless by written agreement approved and executed by each Party hereto.

IN WITNESS WHEREOF, the School Board of Caroline County, the School Board of King George County, the School Board of Spotsylvania County, and the School Board of Stafford County have caused this **AGREEMENT** to be signed and their seals to be affixed hereto and attached by their respective Clerks on the dates of each of their respective approvals thereof.

THE SCHOOL BOARD OF CAROLINE COUNTY

By: Nancy A. Cason
CHAIR

ATTEST:

By: Rebecca Broad
CLERK

THE SCHOOL BOARD OF KING GEORGE COUNTY

By: Micha Be
CHAIR

ATTEST:

By: Sheryl S. Bushrod
CLERK

THE SCHOOL BOARD OF SPOTSYLVANIA COUNTY

By: J. Janet King
CHAIR

ATTEST:

By: Patricia J. Boeller
CLERK

THE SCHOOL BOARD OF STAFFORD COUNTY

By: [Signature] 1-24-12
CHAIR

ATTEST:

By: Cathy Lockos 1-24-12
CLERK