

AGREEMENT TO ESTABLISH AND OPERATE
JOINT SCHOOL PROGRAMS

This AGREEMENT, made this 1st day of January, 1994,
by and among THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS; THE
SCHOOL BOARD OF THE CITY OF HAMPTON; THE SCHOOL BOARD OF YORK
COUNTY; THE SCHOOL BOARD OF WILLIAMSBURG-JAMES CITY COUNTY; THE
SCHOOL BOARD OF GLOUCESTER COUNTY; and THE SCHOOL BOARD OF THE
CITY OF POQUOSON (an additional party).

WITNESSETH, THAT:

WHEREAS, the School Board of the City of Newport News, the
School Board of the City of Hampton, and the School Board of York
County entered into an AGREEMENT dated April 27, 1965, to
establish, operate and control a joint school operation to be
known as the Vocational-Technical Education Center to be operated
by the Vocational-Technical Education Center Association; and

WHEREAS, an AMENDED AGREEMENT dated September 28, 1976, was
executed by the Original Parties which permitted additional School
Boards to join the Association; and

WHEREAS, an ADDENDUM TO AMENDED AGREEMENT was approved
November 10, 1976, which ADDENDUM approved the addition of the
School Board of the City of Williamsburg and the School Board of
James City County as members of the Association under terms and
conditions more particularly set forth in the ADDENDUM; and

WHEREAS, the AGREEMENT was further amended by an undated ADDENDUM TO AMENDED AGREEMENT which amended Sections IV and V of the AMENDED AGREEMENT; and

WHEREAS, the School Board of Poquoson joined the Association on August 25, 1987; and

WHEREAS, the participating members amended and restated their agreement to operate the joint school organization pursuant to an AGREEMENT TO ESTABLISH AND OPERATE A JOINT SCHOOL PROGRAM dated November 24, 1992; the Vocational-Technical Education Center was named New Horizons Technical Education Center to be operated through a New Horizons Technical Education Center Association (hereafter jointly referred to as "New Horizons"); and

WHEREAS, the School Board of the City of Newport News, the School Board of the City of Hampton, the School Board of York County, the School Board of Williamsburg-James City County, the School Board of the City of Poquoson and the School Board of Gloucester County have entered into an agreement to establish, operate and control a joint school operation to be known as the Peninsula Area Cooperative Educational Services (hereafter referred to as "PACES"); and

WHEREAS, PACES may pursue selected educational programs through the cooperative efforts of several school boards; and

WHEREAS, the PACES Board, the New Horizons Board, and each of the separate school boards listed above have agreed that the separate PACES and New Horizons operations ought to be reorganized in such a way as to make PACES a component of New Horizons; and

WHEREAS, the School Board of the City of Newport News, the School Board of the City of Hampton, the School Board of York County, the School Board of Williamsburg-James City County, the School Board of Poquoson (an Additional Party in the New Horizons program), and the School Board of Gloucester County wish to amend and restate their agreements to operate joint school operations under the name New Horizons Regional Education Center through a New Horizons Regional Education Center Association.

NOW, THEREFORE:

For and in consideration of the joint contribution of services and monies toward the operation of the aforesaid vocational and technical education programs and other cooperative efforts for joint school programs, the School Board of the City of Newport News, the School Board of the City of Hampton, the School Board of York County, the School Board of Williamsburg-James City County, the School Board of the City of Poquoson, and the School Board of Gloucester County do hereby agree to the following AGREEMENT TO ESTABLISH AND OPERATE JOINT SCHOOL PROGRAMS which AGREEMENT shall revoke and replace the previous AGREEMENTS, AMENDMENTS and ADDENDA entered into by the above named parties.

I. The general agreement and organizational structure shall be as follows:

A. The Parties hereto agree to operate the New Horizons Regional Education Center (the Center) under the control of the New Horizons Regional Education Center Association (the Association). This Association shall be a nonprofit, unincorporated association and it shall operate the Center as an education program.

B. The membership of this Association shall be composed of the School Board of the City of Newport News; the School Board of the City of Hampton, the School Board of Williamsburg-James City County, the School Board of York County, the School Board of the City of Poquoson, the School Board of Gloucester County, and the School Boards of any Additional Parties which become Parties under Paragraph II.

C. This Association shall be governed by a Board of Trustees (the Board).

1. Each School Board which is a party to this AGREEMENT shall be entitled to have one (1) representative elected from its membership to serve as members of the Board and one (1) representative to serve as an alternate. The alternate member for a Board may be the superintendent of such school division or the superintendent's designee.

2. School Boards which become Additional Parties shall be entitled to one (1) representative. Additional parties shall also be entitled to designate one (1) alternate

representative, who may be the school division superintendent or the superintendent's designee.

D. The powers and duties of the Board of Trustees shall include the following:

1. To adopt such bylaws as are necessary for the efficient operation of the Center provided that such bylaws shall not be inconsistent with the terms of this Agreement. The bylaws shall require that decisions on real estate or property investment matters be made by votes which are weighted in accordance with the percent of each member's property ownership in the affected property.

2. To establish and manage the business, property and affairs of this Association and to provide for the operation of the Center.

3. To make all decisions of policy and employ all personnel necessary to carry out the purposes of this Association.

4. To determine, with such professional advice as it deems necessary or advisable, the curriculum, eligibility standards of students, and all other matters necessary to operate an efficient vocational technical education center, the Governor's School and other joint educational programs and services deemed appropriate.

5. To do all other things in the management of the business, property and affairs of this Association necessary to carry out its purposes.

6. To have such authority as may be provided under the laws of the Commonwealth of Virginia and the Rules and Regulations promulgated by the State Board of Education.

II. The School Boards of other school divisions may become members of the Association by filing a written application with the Clerk of the Board and by sending a copy thereof to the Clerk of each of the Parties. For admission, an application must receive the affirmative vote of three quarters of the members of the Board present and voting at a regularly scheduled meeting of the Board. Any applicant who becomes a member of the Association under this paragraph must execute an addendum to this AGREEMENT and be bound by the terms hereof and shall be referred to as an Additional Party or Parties.

Any applicant which becomes a member of the Association under this paragraph, and which desires to participate in the Center's programs, agrees that within sixty (60) days after the Board accepts the applicant as an Additional Party, it shall submit an estimate of the number of students to be enrolled in the Center's programs during its first year as a member. That estimate shall be considered the enrollment for purposes of determining the Additional Party's initial contribution to funding for the Center's programs. At the conclusion of the first year, the Additional Party's financial contribution to the Center shall be established as a part of the budgeting process of the Association.

III. All property, real or personal, now held or hereinafter acquired for the Center purposes, shall be held for the use of the Parties hereto. All property, real or personal, which is held by the Parties to this AGREEMENT at the date hereof or acquired prior to the addition of any Additional Party or Parties, shall remain the property of the Parties hereto exclusively as their interests exist as of the date hereof. It is the general intent of this AGREEMENT that parties participating in this joint school operation hold an undivided fractional interest in property owned by the Association. This, however, may be modified by specific agreement among the parties. The percentage of the undivided fractional interest in property held by each Party shall be based upon the percentage of contribution by each such Party towards the acquisition of said property and towards all other nonoperating expenditures of the Center. Unless specifically agreed to otherwise, if any property is acquired after the addition of any Additional Party or Parties, such Additional Party or Parties shall contribute to the acquisition, and such Additional Party or Parties and all other parties at the time of acquisition shall hold an undivided fractional interest in such property held by each Original Party and by each Additional Party which shall be based upon the percentage of contribution by each such Party toward the acquisition of such property and toward all nonoperating expenditures of the Center.

IV. Property ownership and disposition shall be

governed by the terms of this Paragraph.

A. The Parties hereto agree that their interests in the properties owned by the Association as of the date of this Agreement are as follows:

1. Property interests in the Woodside Campus for the Center are as follows:

Hampton	29.23%
Newport News	31.35%
York County	21.50%
Williamsburg/James City County	17.92%

2. Property interests in the Butler Farm Campus are as follows:

Newport News	47.37%
Hampton	37.90%
Poquoson	1.75%
Williamsburg/James City County	3.50%
York County	9.48%

3. Gloucester County has no property interest in either the Woodside Campus or the Butler Farm Campus.

B. The Board shall be permitted to grant easements to public utilities provided that such easements do not substantially interfere with the uses of the properties owned by the Parties hereto.

C. Disposition of property shall be based upon a vote weighted according to the percentage interest each Board has in the property affected.

V. Subject to their participation in various educational programs pursued by the Center, the Parties hereto and any Additional Party or Parties shall provide each year such funds as are necessary to establish, operate and maintain the New Horizons Regional Center.

A. Contributions by the Parties hereto for each year commencing after June 30, 1994 and contributions by any Additional Party or Parties which participate in such programs shall be determined by the budgeting process undertaken by the Association and participating Parties.

1. A Committee of Superintendents of the participating parties shall be responsible for preparing an operating budget for the Board of Trustees. This budget shall be based upon an estimate of the numbers of students who would participate in each of the programs the Board has approved for the Association's educational purposes.

2. The Board shall approve the proposed operating budget not later than January 15th of each year. This budget shall specify the contributions suggested for each Party and shall be submitted to the School Boards of each participating School Board.

3. Each participating School Board shall approve the level of funding for the Association in accordance within the dictates of the budget process within its jurisdiction. A good faith effort shall be made by each participating Board to provide final, approved financial commitment figures as soon after

May 15th of each year as is reasonably practicable.

4. Once the New Horizons Board has received the final financial commitments from each participating School Board, it shall finalize the Association's budget.

B. The 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 from any source whatsoever; provided, however, the Board shall not have the power to obligate the Parties to this AGREEMENT or any Additional Party or Parties or any one of the political subdivisions providing financial support to the Parties or Additional Party or Parties beyond the funds to be provided to the Board in accordance with this AGREEMENT.

VI. Any Party or any Additional Party to this AGREEMENT may withdraw from this AGREEMENT by giving written notice to the Clerk of the Board with a copy to all remaining Parties of intent to do same, prior to February 15th of the year next preceding the fiscal year in which the Party intends to withdraw, provided that prior to its withdrawal, the withdrawing party conveyed all its percentage undivided interest in all property, real or personal, acquired for the use of the Association held by said withdrawing party to the remaining titleholders as he hereinafter set out in subparagraph A. Upon withdrawal of a Party, no contributions made by it or on its behalf to the Association or in furtherance of the

purposes of the Association shall be withdrawn except as hereinafter provided, and any Party withdrawing must, prior to withdrawal, complete its financial obligation for any funds obligated by the Association or in furtherance of the objectives of the Association prior to the withdrawal. Upon the withdrawal of any Party from this AGREEMENT, pursuant to the terms and conditions of this paragraph, all further obligations and duties of said withdrawing Party under this AGREEMENT shall cease.

A. The withdrawing Party shall prepare and execute such documents as are necessary to transfer its interests in all property, real or personal, acquired for the use of the Association and held by said withdrawing Party or on its behalf. Said documents shall transfer the undivided fractional interest of the withdrawing party only to the remaining Parties which hold an undivided fractional interest in said property and said transfer to the remaining Parties shall be proportional to the undivided interest in said property held by the remaining parties.

B. In the event of the withdrawal of any Party, it shall be paid a consideration by the remaining parties to this AGREEMENT for the property conveyed to the said remaining titleholders as follows:

1. In the case of a withdrawing Additional Party, if withdrawal occurs within five (5) years of the date of addition of such Party, then no consideration shall be paid for such property to be conveyed.

2. For the withdrawal of one of the Parties

hereto or if withdrawal of an Additional Party occurs more than five (5) years from said date established above, then the Party withdrawing shall receive a consideration equal to the percentage undivided interest of such withdrawing Party, as determined by Paragraph IV, of the fair market value at the date of withdrawal, as determined under the appraisal provisions of Paragraph VIII, of said property of which the withdrawing party holds an undivided fractional interest. Said consideration may be paid by the remaining Parties in yearly equal installments, without interest, over a period of seven (7) years.

C. All withdrawal expenses shall be borne by the withdrawing party.

VII. Should the Association terminate its operations by dissolution of the Association or by sale of its facilities, or in any other manner, then the assets held and owned by the Association after payment of all liabilities will be distributed among the then existing members of the Association on a prorata basis, according to the interest of each Party in the said assets. The Association may be voluntarily dissolved by the Board if a resolution to dissolve is adopted by a unanimous vote of the Board members present and voting.

VIII. At such time as any Party or any Additional Party gives notice of withdrawal under Paragraph VI, all property held by the Parties and the Additional Party or Parties for Center

purposes shall be appraised. Any appraisal of the value of the interest of the Parties shall include the appropriate adjustment for the value of the federal contribution for nonoperating expenditures made by each Party and the appreciation thereof. When a Party or Additional party withdraws, that Party shall bear all the appraisal expenses arising from said admission or withdrawal, as appropriate. All appraisals shall be by a qualified appraiser selected by the Board.

IX. This AGREEMENT constitutes the complete understanding among the 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 the City of Hampton, the School Board of the City of Newport News, the School Board of the City of Poquoson, the School Board of York County, the School Board of Williamsburg-James City County, and the School Board of Gloucester County have caused this AGREEMENT to be signed in their names and on their behalf by their respective Chairmen and their seals to be affixed hereto and attested by their respective Clerks on the dates of each of these school boards.

THE SCHOOL BOARD OF THE CITY OF HAMPTON

By: A. W. Patrick, Chairman
CHAIRMAN

ATTEST:

By: James M. Safford
CLERK

THE SCHOOL BOARD OF THE CITY OF NEWPORT NEWS

By: RBMURPHY
CHAIRMAN

ATTEST:

By: William D. Lett
CLERK

THE SCHOOL BOARD OF YORK COUNTY

By: [Signature]
CHAIRMAN

ATTEST:

By: Martha Cooper
CLERK

THE SCHOOL BOARD OF WILLIAMSBURG-
JAMES CITY COUNTY

By: Jeannie Ziehl
CHAIRMAN

ATTEST:

By: *Lydia H. Mitchell*
CLERK

THE SCHOOL BOARD OF THE CITY OF POQUOSON

By: *William D. Forester*
CHAIRMAN

ATTEST:

By: *Darryl Hunt*
CLERK

THE SCHOOL BOARD OF GLOUCESTER COUNTY

By: *Jean E. Pugh*
CHAIRMAN

ATTEST:

By: *Deborah A. ...*
CLERK

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