

THIS AGREEMENT, made this first day of October,
1969, by and among THE SCHOOL BOARD OF ALBEMARLE COUNTY
and THE SCHOOL BOARD OF THE CITY OF CHARLOTTESVILLE,

W I T N E S S E T H:

THAT WHEREAS, The School Board of Albemarle County
and The School Board of the City of Charlottesville are bodies corporate
and as such may contract and be contracted with, pursuant to Title 22
of the Code of Virginia, 1950, as amended; and may establish a joint
school pursuant to Title 22 of the Code of Virginia, 1950, as amended;
and

WHEREAS, The School Board of Albemarle County and
of the City of Charlottesville believe it to be in the best interest
of their respective school divisions to make use of the opportunities
afforded by a technical and vocational school, and that this endeavor
may be most beneficially accomplished by the operation of a jointly
owned and controlled Vocational-Technical Education Center; and

WHEREAS, the Board of Supervisors of Albemarle County
and The City Council of the City of Charlottesville have authorized
their respective School Boards to enter into an agreement to accomplish
this purpose;

NOW, THEREFORE, for and in consideration of the joint
contribution of services and monies toward the operation of the afore-
said Vocational-Technical Education Center and program, The School
Board of Albemarle County and The School Board of The City of
Charlottesville, the parties hereto, do agree as follows:

1. The operation of the Vocational-Technical Center shall be under the control of a six-member joint committee which shall consist of three members selected by and from each of the two School Boards; at the first election one member from each board shall be elected for a term of one year, another member for a term of two years, and the third member for a term of three years; and, thereafter, annually one member shall be elected for a term of three years. This committee shall be known as the Joint Committee for the Control of the Vocational-Technical Center. If, at any time, for any reason, any member of the Joint Committee shall cease to be a member of the School Board, which he represents, he shall cease to be a member of the Joint Committee and the vacancy so created shall be filled for the unexpired term by said School Board selecting a new member from its membership. The powers and duties of the Joint Committee shall include the following:

A. To establish and manage the business, property and affairs of the Vocational-Technical Center and provide for its operation.

B. To adopt such rules and regulations as are necessary for the efficient operation of the center; to make decisions of policy and to employ personnel necessary to carry out the purposes of the Vocational-Technical Center.

C. To prepare an operating budget for consideration of the two School Boards.

D. To receive and expend as it deems appropriate any funds available to or for vocational purposes from any source whatsoever.

E. 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 chief administrative officer of the Joint Committee for Control of the Vocational-Technical Center shall be selected by the two School Boards for such terms as they shall designate. The two Division Superintendents shall serve as ex-officio, non-voting members of the Joint Committee.

III, The Fiscal Officer of the Joint Committee shall be the Treasurer of the City of Charlottesville.

The Clerk of the Joint Committee shall be selected from the administrative staff of the Albemarle County Schools.

IV. All interests in all property, real or personal, which are acquired for purposes of the Vocational Center, shall be acquired and held by the two parties to this agreement as equal tenants in common. The School Board of Albemarle County and The School Board of the City of Charlottesville shall share equally in the cost of all such property and future capital improvements and expansions and each of said Boards shall hold an undivided half-interest in all such property.

V. Future expansion of the facilities and the program of the Vocational-Technical Center shall be accomplished by mutual

agreement of said Boards with the approval of the governing bodies of Charlottesville and Albemarle County.

VI. The expenses of operation and maintenance of the Vocational-Technical Center will be shared by the two School Divisions. The share of each Division will bear the same relation to the total cost, as the average daily attendance for the prior year of all pupils grades 9 through 12 in all schools in said Division bears to the total average daily attendance of all pupils grades 9 through 12 in both Divisions, provided, however, that, in the event of annexation of a portion of Albemarle County by the City of Charlottesville, the respective shares for the year in which such annexation becomes effective shall be calculated upon the current average daily attendance after annexation in order to reflect the loss of pupils from the County to the City.

VII. Each party shall be entitled to enroll students from its school division, without charge, in numbers bearing the same proportionate ratio to the total capacity of the Center as its financial contribution bears to the total cost of operation in the current budget; and each party shall also be allowed to enroll additional students from its division if capacity of the Center permits, provided that tuition for each of such additional students is paid in an amount equal to the per-pupil operating cost of the Center.

VIII. Adult education programs shall be financed and administered on a tuition basis under the direction of the joint Committee.

IX. Either party may withdraw from this agreement and the joint relationship created hereby pursuant to the provisions of this article. Upon withdrawal of a party, no contributions made by it or on its behalf shall be withdrawn except as hereinafter provided, and any party withdrawing must, prior to withdrawal, complete its pro rata share of any funds obligated by Joint Committees or in the furtherance of the objectives of Joint Committees 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. In the event of the withdrawal of a party, the jointly owned property shall be disposed of as follows:

1. If such withdrawal occurs within five years of the date of this agreement, then no consideration shall be paid for such property interest to be conveyed.

2. If, after five years from the date of this agreement, either party desires to withdraw from the joint relationship provided for herein, such party shall give written notice of such desire and of the desired effective date of withdrawal, which shall be no sooner than 12 months after such notice and shall coincide with the conclusion of a fiscal year for the joint operation. Either at the time of said notice or within 60 days thereafter, such withdrawing party shall make a binding offer in writing to sell to the other party its undivided interest in all Vocational-Technical Education Center property at a specified price, and said offer shall also include an

offer to purchase said other party's interest at the same price. Within 60 days after receiving said offer to sell or buy, said other party shall elect either to buy the withdrawing party's interest at said price or to sell its interest to the withdrawing party at the same price, and shall communicate its election in writing to the withdrawing party. After said election is made, the sale and purchase will be concluded and conveyance made to the purchasing party within 6 months. The cash consideration for such purchase may, at the election of the purchasing party, be paid in cash or in equal annual instalments, without interest, over a term not exceeding 7 years.

X. Should the Vocational-Technical Education Center be terminated by decision of the two School Boards and its facilities sold or disposed of in any other manner, then the assets will be distributed between the two School Boards in equal shares.

XI. This agreement may be amended by subsequent agreements between the two School Boards approved by their respective governing bodies, but no such amendments shall be effective unless and until they have been reduced to writing executed by both parties.

IN WITNESS WHEREOF, The School Board of Albemarle County and The School Board of the City of Charlottesville have caused this agreement to be signed in their names and on their behalf by their respective Chairmen and their said seals to be affixed hereto and attested by their respective Clerks.

THE SCHOOL BOARD OF ALBEMARLE COUNTY

By


Chairman of the School Board

Attest:

Clarence S. McClure
Clerk, Albemarle County School Board

THE SCHOOL BOARD OF THE CITY OF
CHARLOTTESVILLE

By W. Copley McLean
Chairman of the School Board

Attest:

Booker J. Reeves
Clerk, The School Board of the City of Charlottesville

STATE OF Virginia
COUNTY OF Albemarle

On the 1 day of October, 1969, before
me personally came Thomas H. Jenkins,
Clarence S. McClure, W. Copley McLean,
and Booker J. Reeves, to me known, and known to
me to be the individuals who executed the foregoing instrument,
and duly acknowledged to me that they executed the same.

(Signed) Gay N. Loftin
Notary Public

My commission expires December 14, 1969