

**AGREEMENT BETWEEN THE LYNCHBURG CITY SCHOOLS
AND THE CENTRAL VIRGINIA GOVERNOR'S SCHOOL**

THIS AGREEMENT, effective as September 24, 2014, by and between the Lynchburg City Schools (LCS) and the Central Virginia Governor's School for Science and Technology (CVGS).

WITNESSETH :

WHEREAS, the CVGS is a regional Academic Year Governor's School, with five participating school divisions (Amherst, Appomattox, Bedford, Campbell and Lynchburg), that operates from a facility located at Heritage High School in Lynchburg;

WHEREAS, the LCS are replacing Heritage High School, which is at the end of its service life, with a new building that is estimated to be completed by the start of the 2016 – 2017 School Year and will have a useful life of more than 30 years;

WHEREAS the new Heritage High School building will include a facility to be used by the CVGS that will be more than 70% larger than the current space used by the CVGS;

WHEREAS the City of Lynchburg, the owner of all real estate, buildings and improvements thereon used for school purposes, conveyed to the LCS by "Agreement for Use of Real Property for School Purposes," dated April 11, 2005, the responsibility for and authority to manage and control all Lynchburg properties dedicated for school use, for as long as they are used for school purposes;

WHEREAS, the City of Lynchburg has agreed to assume responsibility for the debt service for construction of the new Heritage High School including the enhanced facility to be used by the CVGS; and

WHEREAS, the CVGS has agreed to pay rent to the LCS for the use of the facility at the new Heritage High School in the amount of Forty Three Thousand Dollars (\$43,000.00) per year, for Thirty Years, and in further consideration for the enhanced facility and increased costs of operation that will result, the CVGS has agreed to designate 10 additional permanent tuition free openings for LCS students, in addition to the existing 32 tuition paying LCS student openings.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows, to wit:

I. Responsibilities of LCS:

- a. The LCS will provide to the CVGS program the use of a facility inside of the new Heritage High School building, which is to be constructed in accordance with the final Heritage High School architectural drawings dated and stamped February 5, 2014, and any modifications thereto approved by the LCS during the construction process. The new facility should be available for the CVGS's use by no later than the start of the 2016 – 2017 School Year, and will have a useful life of more than 30 years.
- b. The LCS will be provide for the utilities and general maintenance arising from normal daily use of the facility, but reserves the right to seek reimbursement from CVGS, for any damage to the facility rented to CVGS beyond normal wear and tear. In addition, in the event that the utilities and general maintenance charges resulting from the operation of the CVGS program exceed \$25,000.00 in any given year, the LCS and the CVGS will review and revise the terms of this Agreement, with respect to the utilities and general maintenance, in a manner agreeable to both parties.

II. Responsibilities of CVGS:

- a. CVGS will pay to the LCS Forty Three Thousand Dollars (\$43,000.00) in rent, per year, beginning on September 30, 2016, and continuing thereafter for a Thirty (30) year period, for the use of the facility in the new Heritage High School, which, it agrees, has a useful life of more than 30 years. If CVGS decides to increase the tuition it charges the participating school divisions to cover all or part of the rent, it will designate the amount of the tuition increase that is attributable to the rent obligation, and not include that portion of the tuition increase in the tuition charged to the LCS for LCS students.
- b. CVGS will create 10 permanent tuition free openings for LCS students, in addition to the existing 32 slots already allotted to LCS. 5 of these tuition free openings will be available for 5 LCS juniors beginning with the 2014 – 15 School Year. The remaining 5 permanent tuition free openings will be available for 5 LCS seniors, beginning with the 2015 – 2016 School Year.

III. Term of Agreement:

This Agreement shall be effective as of the date stated in the opening paragraph hereof, and shall remain in effect until August 31, 2046.

This Agreement may be modified or amended only by written documentation, signed by authorized representatives of the LCS and the CVGS.

Witness the following signatures and seals:

Lynchburg City Schools

Central Virginia Governor's School

By: Regina T. Dolan-Sewen

By: [Signature]

Print Name: REGINA T. DOLAN-SEWEN

Print Name: John H. Hicks

Title: School Board Chair

Title: CVGS Chair