



The Governor's School @ Innovation Park

A STEM INITIATIVE IN COLLABORATION WITH GEORGE MASON UNIVERSITY

CONSTITUTION AND BY-LAWS
OF
THE GOVERNOR'S SCHOOL @ INNOVATION PARK

Approved 10/15/09
Revised 4/20/23

**CONSTITUTION AND BY-LAWS OF
THE GOVERNOR'S SCHOOL @ INNOVATION PARK**

Article I: NAME

The name of this Organization shall be The Governor's School @ Innovation Park ("The Governor's School"), and it shall exist pursuant to the terms of an Agreement executed by the School Boards of Manassas City, Manassas Park City, and Prince William County, which Agreement has been entered into by the aforesaid school boards for the purpose of jointly operating a regional Governor's School in the Commonwealth of Virginia.

Article II: PURPOSE

The purpose of this Organization shall be to provide a regional Science, Technology, Engineering and Mathematics Program to supplement and enhance the educational program of the participants from the participating school divisions in collaboration with George Mason University, and to provide equipment, materials, and administrative, clerical, and teaching staff necessary therefore and to that end.

Article III: MEMBERSHIP OF ORGANIZATION

The membership of this Organization shall be composed of the participating School Boards of Manassas City, Manassas Park City, and Prince William County ("the Joint Board"). The Joint Board will sign a Memorandum of Understanding with George Mason University for the purpose of delivering instruction and training for students who participate in The Governor's School, as provided by § 22.1-26 (C) of the Code of Virginia.

Article IV: GOVERNANCE OF THE GOVERNOR'S SCHOOL

The Governing Board of this Organization shall be a Joint School Board ("the Joint Board"), as authorized by § 22.1-26 of the Code of Virginia and consistent with the Virginia State Board of Education's Regulations Governing Jointly Owned and Operated Schools and Operated Schools and Jointly Operated Programs, 8VAC20-281, *et. seq.*

Section 1: Membership

Membership of the Joint Board for The Governor's School shall consist of two members of each of the member school boards listed in Article III as elected or appointed by such boards. The Joint Board shall be a six-member board. A representative of George Mason University will sit as an ad hoc advisory member of the Joint Board.

One member from each school division shall serve a three-year term and one member a two-year term commencing on the date of the first meeting of the Joint Board. Thereafter, each member shall serve a two-year term.

Each school board shall fill vacancies in its membership on the Joint School Board by selection for the unexpired term. If a member of the Joint Board ceases to be a member of the school board which elected him/her, that person shall cease to be a member of the Joint Board, and the school board that elected him or her shall appoint his or her successor to the Joint Board. If at any time the number of the members of the Joint Board shall fall below a quorum, the local member board shall appoint one of its members to fill the vacancy or vacancies within 30 calendar days.

Members of the Joint Board may receive compensation fixed by each of the participating school boards. This compensation shall be paid by each of the members local school boards and shall not exceed the amount paid for service on the local school boards.

Section 2: Organization

The Joint Board shall elect annually from its membership a Chairman (the "Chairman") who shall preside at its meetings and a Vice-Chairman (the "Vice-Chairman"), who shall preside in the absence of the Chairman.

The Joint Board shall elect a Clerk annually and, if desired, a Deputy Clerk. Neither clerk shall be a member of the Joint Board but shall keep a record of the proceedings. The compensation of the Clerk and Deputy Clerk shall be fixed by the Joint Board. The Clerk and the Deputy Clerk shall execute bond of at least \$10,000, as required by § 22.1-76 of the Code of Virginia and the Regulations of the State Board of Education.

Section 3: Authority of the Joint Board

The Joint Board shall be authorized to employ the staff required to operate The Governor's School @ Innovation Park; purchase supplies; purchase, sell, or dispose of property, equipment or appliances; determine policies concerning instruction; approve the curriculum in keeping with the general laws and with the regulations and requirements of the Virginia Board of Education; maintain jointly-owned school buildings if desired; and in general, manage, operate, and conduct The Governor's School @ Innovation Park and its programs.

Except as otherwise provided, all meetings and procedures of the Joint Board shall be in accordance with the provisions of §§ 22.1-72 through 22.1-75 of the Code of Virginia and the By-Laws set forth herein. Any action by the Joint Board shall be deemed an action by the local member school boards participating on the Joint Board.

Section 4: Authority of the Committee of Superintendents

The division superintendents representing the counties or cities of the school boards that form the Joint Board shall constitute a Committee of Superintendents and shall jointly exercise the same authority they have in the counties or cities for which they are appointed. With the approval of their respective school boards, the division superintendents may elect one of their division superintendent members as Executive Officer, in whom may be vested such authority as the superintendents may from time to time find advisable.

The Committee of Superintendents shall include the President of George Mason University or his designated representative as an ad hoc advisory member. The George Mason representative shall be consulted on all instructional and curricular matters before any decision is made by the Committee of Superintendents.

The Committee of Superintendents shall prepare, with the advice and approval of the Joint Board, an annual program plan, budget, and plan for financing the operation of The Governor's School that includes appropriate state and local funding from each participating school division. The financing plan shall include an estimate of the amount of money that will be needed from each participating school system during the next scholastic year for operation and maintenance of any joint school facility. The estimate shall clearly show all necessary details and be provided in a timely manner so that the participating school boards may be well-informed about every item included in the estimate.

In case of disagreement, all matters relating to the operation of The Governor's School, including matters relating to finance, shall be referred to the Joint Board for resolution.

Section 5: Budgets and Expenditures

Each participating school board shall review and approve the annual budget presented by the Joint Board and provide funds to cover its share of the cost of operating and maintaining The Governor's School @ Innovation Park, and any joint school facility which may be owned or leased by the Joint Board or The Governor's School @ Innovation Park.

- A. The amount provided by each participating school board shall be made available to the Joint Board upon its request.
- B. Funds to be provided on a fee for service basis shall be paid to the Joint Board upon receipt of an appropriate invoice.
- C. On a regular monthly basis, the Clerk of the Joint Board shall transmit to the Committee of Superintendents of the participating school boards an itemized statement of receipts and disbursements during the preceding months, with a cumulative statement of all receipts and disbursements since the beginning of the current fiscal year.

ARTICLE V: POWERS AND DUTIES OF JOINT BOARD AND COMMITTEE OF SUPERINTENDENTS AND CONDUCT OF MEETINGS

Section 1: Powers and Duties of Joint Board

The powers and duties of the Joint Board shall include the following:

- A. To manage, operate, and conduct The Governor's School, to establish its business, property and programs, and to provide for its operation;
- B. To adopt such policies, rules and regulations as are necessary for the efficient operation of The Governor's School;
- C. To make policy decisions necessary to carry out the purposes of The Governor's School, including approval of instructional and curriculum decisions, consistent with the general laws of the Commonwealth of Virginia and the regulations of the State Board of Education;
- D. To review and approve the annual program plan, operating budget and finance plan presented by the Committee of Superintendents, and to present the annual budget to each participating school board for approval;
- E. Each member school board shall provide funds to cover its share of the cost of operating The Governor's School and its programs, and shall provide such funds to the Joint Board upon request. However, funds to be provided on a fee for service basis shall be paid to the Joint Board upon receipt of an appropriate invoice;
- F. The Joint Board and the Clerk of the Joint Board shall comply with any additional reporting requirements relating to the fiscal operation of The Governor's School as may be required by the Regulations of the State Board of Education Governing Jointly Owned and Operated Schools and Jointly Operated Programs;
- G. To employ the staff required to operate The Governor's School and its programs. Personnel, including a Director and teachers or other persons required to operate and support the programs, shall be employed by the Joint Board upon recommendation of the Committee of Superintendents;
- H. To establish such committees that might be needed to carry out the responsibilities of the Joint Board; and
- I. Such other authority as may be provided under the laws of the Commonwealth of Virginia, the Regulations promulgated by the State Board of Education, and the joint actions of the member school boards.

Section 2: Meetings of the Joint Board

- A. Regular meetings of the Joint Board shall be held at such times and places as shall be designated by the Joint Board. All regular meetings of the Joint Board shall be open to the public, subject to the provisions of Virginia's Freedom of Information Act, §§ 2.2- 3700, *et. seq.* With reasonable notice and for good cause, the Chairman of the Joint Board may cancel a regular or executive/closed session meeting. The minutes of all meetings of the Joint Board shall be signed by the Chairman and the Clerk.
- B. The Joint Board shall hold an annual organizational meeting.
- C. Special meetings of the Joint Board may be called by the Chairman on the request of the Committee of Superintendents and one Joint Board member, or on the request of two Joint Board members. Special meetings shall be called for specific purposes and with sufficient notice so that the Joint Board members may attend. Only such business may be transacted as shall be set forth in the call for the special meeting, and then only if a quorum of the Joint Board is present.
- D. The Joint Board may hold executive/closed sessions when the matters to be discussed fall into the categories allowed by law to be discussed in private. Executive/closed sessions shall be called in the manner prescribed by law.
- E. A quorum shall exist for the conduct of business at a duly constituted meeting when a majority (4) of the voting members of the Joint Board are present.
- F. Meetings of the Joint Board shall be conducted in conformance with the By-Laws set forth herein.

Section 3: Powers and Duties of the Committee of Superintendents

The powers and duties of the Committee of Superintendents shall include, but are not limited to, the following:

- A. Exercising the same authority invested in them in the school divisions in which they are employed, or as invested in them by law, and performing such duties as may be prescribed by law, by the Joint Board, or by the State Board of Education. as such authorities and duties relate to the operation of The Governor's School and its programs;
- B. Managing, administering, and operating The Governor's School and its programs, including the selection, organization, reorganization, direction, assignment, and transfer of the administrative and supervisory staffs, teachers, and other employees of The Governor's School, so as to best serve the educational mission and students of the school subject to the approval of the Joint Board;
- C. The Committee of Superintendents shall also make recommendations to the Joint Board for the development of policies. and shall develop regulations, rules and procedures deemed necessary for the effective administration of The Governor's School;
- D. Purchasing supplies, goods and services, and purchasing, selling or disposing of property, equipment or appliances. and approval of payment of bills in conformance with Virginia law; and

- E. Preparing an annual program plan, budget, and plan for financing the operation of the Governor's School. The financing plan shall include an estimate of the amount of money which will be needed from each member school division during the next scholastic year for administration, instruction, and operation of The Governor's School.

Section 4: Organization and Meetings of the Committee of Superintendents

A majority of the Committee of Superintendents shall constitute a quorum at any meeting and a majority of those present and voting shall be necessary for a decision.

The Committee shall elect annually from its membership a Chairman and two Co-Vice- Chairmen. The Chairman shall preside over all meetings of the Committee and shall serve as Executive Superintendent to the Joint Board. The Co-Vice- Chairmen shall perform designated duties and exercise designated-powers of the Chairman during the absence, disability, or at the request of the Chairman.

The Committee of Superintendents shall meet at least quarterly to review and make recommendations to the Joint Board concerning the operation, policies, and practices of The Governor's School.

ARTICLE VI: DIRECTOR

Section 1: Appointment of Director

The Joint Board shall appoint a Director, who shall serve as the chief administrative officer of The Governor's School. The Director shall serve a probationary period of three continuous years in that position, beginning July 1 of the initial appointment. After the probationary period, the Director shall have a continuing contract with The Governor's School.

The Chairman of the Committee of Superintendents shall chair the search committee to identify a qualified Director. The members of the search committee shall be appointed by the Joint Board after consultation with the Committee of Superintendents. The Committee of Superintendents shall recommend a qualified candidate for the position of Director to the Joint Board.

The Director shall be considered a principal within the meaning of Va. Code§ 22.1-294 and the Regulations of the State Board of Education, including any applicable Grievance Procedures promulgated under Va. Code§§ 22.1- 306, *et. seq.* or 22.1-79 (6). However, to the extent any grievance procedure is applicable to any matter involving the Director, the Committee of Superintendents shall be considered the equivalent of the Director's immediate supervisor and the Joint Board the equivalent of a local school board. To the extent such procedures are not clear as to their application to the Director, the Joint Board's interpretation of the same shall govern.

The policies and regulations of the Prince William County School Board relating to the employment of principals shall control the employment of the Director. The Committee of Superintendents will conduct an annual review of the job performance of the Director and make recommendations to the Joint Board relating to the terms and conditions and compensation of the Director.

Section 2: Role of the Director

The Director shall bring matters to and take direction from the Committee of Superintendents, and shall make recommendations to the Committee of Superintendents regarding programs of instruction, staffing needs, personnel matters, operational polices, finances, and all other matters within the purview of the Committee of Superintendents.

Section 3: Vacancy of the Director

Should the position of Director become vacant, the Joint Board, upon recommendation of the Committee of Superintendents, shall appoint an interim Director. The Chairman of the Committee of Superintendents shall chair the search committee for a new permanent director. The members of the search committee shall be appointed by the Joint Board, after consultation with the Committee of Superintendents.

ARTICLE VII: FISCAL AGENT

The fiscal agent of The Governor's School shall be appointed by the Joint Board. The fiscal agent shall receive the revenues of The Governor's School and carry out such other duties as delegated by the Joint Board. Disbursements shall be reported to the Joint Board.

ARTICLE VIII: DISSOLUTION CLAUSE

In the event of the dissolution of The Governor's School, all assets shall be dedicated to the member school division (s) continuing the work of the educational program, on a *pro rata* basis, according to the percentage contribution of the participating school divisions at the time of such dissolution.

ARTICLE IX: AMENDMENT

This Constitution and By-Laws may be amended at any regular or special meeting of the Joint Board established upon formation of The Governor's School, or by any succeeding governing body, as reflected in subsequent amendments to this Constitution or By-Laws by an affirmative vote of the majority of the current participating members of the Joint Board or succeeding body, provided that ten (10) days' written notice of any proposed amendment shall be given to all members of the Joint Board or succeeding body by letter mailed to their usual place of business or residence. For example, the six participating Joint Board members require(d) a majority vote of four members for passage of an amendment.

BY-LAWS

THE GOVERNOR’S SCHOOL @ INNOVATION PARK

- Section 1:** Regular meetings of the Joint Board shall be held at the Governor’s School on a quarterly basis.
- Section 2:** The Joint Board shall hold an annual meeting during the summer for the purpose of electing officials, delegating duties to the Committee of Superintendents, shall fix the day, time and place of the regular meetings for the next year, shall appoint the Clerk and any Deputy Clerk, and shall fix the compensation of each and shall require that the bond be executed in at least the amount of \$10,000 for each clerk.
- Section 3:** Regular meetings of the Committee of Superintendents shall be held on a quarterly basis and at such other times as shall be designated by the Committee of Superintendents.
- Section 4:** The Fiscal Agent and Clerk, or their duly appointed representatives, will be required to attend all meetings of the Joint Board.
- Section 5:** At least one week prior to a meeting, other than a special meeting, letter notice of the time and place of such meeting shall be mailed to all members of the Joint Board, at their usual place of business or residence.
- Section 6:** The rules contained in “Roberts Rules of Order, Revised” shall govern the operation of the Joint Board in all cases to which they are applicable and where they are not inconsistent with the Organization’s Constitution or By-Laws, the Virginia Code, or the Regulations of the State Board of Education.

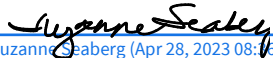
ADOPTED:

The School Board of the City of Manassas	_____
	Arthur Bushnell
The School Board of the City of Manassas	_____
	Curtis Wunderly
The School Board of the City of Manassas Park	_____
	Michael Wine
The School Board of the City of Manassas Park	_____
	Brenda Foster
The School Board of Prince William County	_____
	Milton Johns
The School Board of Prince William County	_____
	Michael Otaigbe
Clerk of the Joint School Board	_____
	Marion Martin

Date: October 15, 2009

REVISION:

The School Board of the City of Manassas


Suzanne Seaberg (Apr 28, 2023 08:16 EDT)


Suzanne Seaberg

The School Board of the City of Manassas


Robyn Williams (Apr 25, 2023 19:39 EDT)


Robyn Williams

The School Board of the City of Manassas Park


Paul Alexander (May 4, 2023 08:56 EDT)


Paul Alexander

The School Board of the City of Manassas Park


Rachel Kirkland (May 3, 2023 18:25 EDT)

Rachel Kirkland

The School Board of Prince William County


Babur Lateef (May 10, 2023 08:24 EDT)

Babur Lateef

The School Board of Prince William County



Loree Williams

Clerk of the Joint School Board



Pamela Thorpe

Date: April 20, 2023












Constitution and By-Laws of the GS@IP v2023

















Final Audit Report

2023-05-10

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