

AMENDED AFFILIATION AGREEMENT OF
SPARTANBURG SCHOOL DISTRICTS FOUR, Five, AND SIX
FOR THE PURPOSE OF OPERATING A CAREER CENTER

WHEREAS, Spartanburg School Districts Four, Five, and Six (the “Affiliated School Districts”) on January 4, 1967 entered into an Affiliation Agreement (which was thereafter amended on June 27, 1979) to plan, construct, and operate a career center known as the R.D. Anderson Applied Technology Center (the “Center”) under Sections 59-53-1880 and 59-59-1890 of the South Carolina Code of Laws (the “Affiliation Agreement”); and

WHEREAS, The Affiliated School Districts wish to further amend the Affiliation Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants contained in this Amended Affiliation Agreement (hereafter, this “Agreement”), Spartanburg School Districts Four, Five and Six agree as follows:

1. **Continued Affiliation** -The Affiliated School Districts wish to continue their affiliation with each other in regard to the operation of the Center.

2. **Governing Board Composition** - The Center shall be governed and controlled by a Board of Trustees consisting of six (6) members (the “Center Board”). Each of the Boards of Trustees of the Affiliated School Districts shall select two (2) members to serve on the Center Board. The terms of the members of the Center Board shall be concurrent with their terms on the Affiliated School Districts’ Boards of Trustees. Vacancies shall be filled by the Board of Trustees of the particular Affiliated School District in which the vacancy occurred.

The Superintendents of the Affiliated School Districts shall serve as *ex-officio* non-voting members of the Center Board. The Superintendents shall be administrative members of the Center Board and shall jointly nominate staff and assume such responsibility for and perform such duties as may be prescribed by law or by regulations of the State Board of Education or as may be prescribed by the Center Board.

The respective Boards of Trustees of the Affiliated School Districts shall select members of the Center Board, and the Center Board shall convene to elect one member as Chair and one member as Vice-Chair. The term of the Chair and Vice-Chair shall be one year. The Center Board shall have such other officers and prescribed terms thereof as deemed necessary by the Center Board.

3. **Applying District/Fiscal Agent** – For the purpose of making application for federal funds or for funds appropriated by the state or county for the planning, constructing and operation of the Center, Spartanburg School District Six is hereby designated as the applying District (the “Applying District”), and the Applying District is authorized to make application on behalf of the Affiliated School Districts when such application is approved by the Center Board. For purposes of acting as the authorized agent on behalf of the Center in all matters relating to finance, human resources, procurement and accounting, Spartanburg School District Six is designated as the fiscal agent (the “Fiscal Agent”) of the Center, and the Fiscal Agent is authorized to act on behalf of the Center on all such matters, consistent with the annual budget approved by the Center Board.

4. **Equity of Each School District** - The equities for the Affiliated School Districts in the physical assets of the Center which are presently existing and in those which may be constructed or acquired in the future shall be computed as follows:

a. To the extent that federal, state, or county funds are employed in construction and equipping the Center, each of the Affiliated School Districts shall have equity in such physical assets in the same proportion as the legal enrollment of such school district bears to the aggregate legal enrollment of the three Affiliated School Districts as of the year the Center opened.

b. To the extent that funds of the Affiliated School Districts are employed in construction and equipping the Center, the equity of each of the Affiliated School Districts shall be in the same proportion as its particular contribution bears to the total contributions of all Affiliated School Districts.

5. **Planning and Operation of Center** – With regard to the planning and operation of the Center, the Center Board shall be charged with the responsibility of developing a program compatible with the educational needs of the Affiliated School Districts, and mutually advantageous in assisting the Affiliated School Districts to offer a complete educational program. The Center Board will be responsible for planning the curriculum and all other matters of proper operation of the Center, including without limitation the adoption of an annual budget and designation of the Fiscal Agent as set forth above.

6. **Effective Date** - This Agreement shall take effect upon the approval of the respective Boards of Trustees of the Affiliated School Districts.

Signed: _____, Chair, Board of
Trustees, School District Four

_____, Chair, Board of
Trustees, School District Five

_____, Chair, Board of
Trustees, School District Six

Dated: _____, 2021