

**SIXTH AMENDMENT TO JOINTURE AGREEMENT**

THIS SIXTH AMENDMENT TO JOINTURE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the BALDWIN-WHITEHALL SCHOOL DISTRICT, BRENTWOOD BOROUGH SCHOOL DISTRICT, CLAIRTON CITY SCHOOL DISTRICT, DUQUESNE CITY SCHOOL DISTRICT, ELIZABETH FORWARD SCHOOL DISTRICT, SOUTH ALLEGHENY SCHOOL DISTRICT, SOUTH PARK SCHOOL DISTRICT, STEEL VALLEY SCHOOL DISTRICT, WEST JEFFERSON HILLS SCHOOL DISTRICT AND WEST MIFFLIN SCHOOL DISTRICT, all located in the County of Allegheny and Commonwealth of Pennsylvania (collectively, the “Member School Districts”).

WHEREAS, by an Agreement dated February 25, 1964, the then-Member School Districts established the Joint School known as the Southeastern Area Special School also sometimes referred to as the Mon Valley School (“School”); and

WHEREAS, the Agreement was amended by supplementary agreements dated June 15, 1964, September 15, 1967, November 15, 1968, December 15, 1971, in 1997; and

WHEREAS, the Member School Districts are the component school districts of the Southeastern Area Special School under the Agreement and amendments thereto; and

WHEREAS, pursuant to the Agreement and amendments thereto the Member School Districts and their School Directors have the obligation to provide for the education and training of exceptional children; and

WHEREAS, the Member School Districts, pursuant to the Agreement and amendments thereto agree that providing for the education and training of exceptional children in the School maintained, administered and supervised by the Member School Districts, and operated by the Allegheny Intermediate Unit #3 (AIU) or other designated provider, in accordance with the

standards established by the Pennsylvania Department of Education for the benefit of children residing primarily in the Member School Districts continues to be the desire and goal of the Member School Districts; and

WHEREAS, the Member School Districts, in consideration of their desire to improve the operations and governance of the Southeastern Area Special School do hereby update this Agreement in accordance with the following terms and conditions:

### **ARTICLE I**

**Section 1. Name.** The joint school shall continue to be known as the Southeastern Area Special School.

**Section 2. Purpose.** The purpose of the School is to purchase land, construct, equip, and physically maintain, as necessary, a building or buildings for the education and training of exceptional children.

**Section 3. Effective Date and Term.** This Agreement shall become effective upon the signing of all Member School Districts. This Agreement shall continue in full force and effect unless amended or terminated by law or by consent of each Member School District by an affirmative vote of a majority of such school directors thereof. Subject to the provisions of this Article, assets of the School shall be owned by, and in the event of a dissolution, shall be disposed of and distributed to and among the Member School Districts based upon the total payments made by each Member School District since February 25, 1964, divided by the total payments of all Member School Districts since that time.

**Section 4. Admission of Additional School Districts.** Additional school districts may be admitted as Member School Districts by a unanimous vote of the then-current Member School Districts and upon such terms as may be agreed upon by then-current Member School Districts.

**Section 5. Withdrawal from Southeastern Area Special School.** Member School Districts may withdraw from this Agreement only by following the regulations of the Pennsylvania Department of Education and subject to the following conditions:

- A. All obligations incurred by the Member School District related to financing of any capital expenditures for the School have been satisfied.
- B. All obligations incurred by the Member School District related to costs, capital expenditures, debt obligations or other expenditures for the School have been satisfied.
- C. Each of the other Member School Districts consents to withdrawal by a majority vote of all such other Member School Districts' boards of school directors.
- D. The effective date of such withdrawal shall be the beginning of the second school year after the final consent of all other Member School Districts has been granted under Article I, Section 5.C.
- E. No assets shall be refunded to the withdrawing Member School District.

## **ARTICLE II**

**Section 1. Authority of the Full Board.** The boards of school directors of each of the Member School Districts (collectively known as the "Joint Board" or "Full Board") shall meet at least once each year to perform the minimum supervisory duties required under Sections 1705 and Section 1707 of the School Code, ("School Code") and any other section required by

subsequent amendment to the School Code. The Full Board shall also have the authority, pursuant to School Code, to adopt the annual budget, whether by joint meeting or mail ballot, purchase and continue ownership of real estate to be titled in the name of the School, approve capital expenditures for buildings, and execute other responsibilities allowed under law, which the Full Board otherwise may not delegate. All votes by the Full Board shall be in compliance with School Code.

**Section 2. The Operating Agent.** The Full Board hereby delegates to an operating committee of one (1) Director from each Member School District (“Joint Operating Committee”), the authority to operate, administer, and manage all other School affairs within the limits of the budget adopted by the Full Board. The term for each Director shall be three years, beginning in December, when each Member School District shall appoint a Director to serve on the Joint Operating Committee. Any vacancies shall be filled by the respective Member School District for the balance of the term of the vacant Director. Each member School District may select an alternate Director to serve on the Joint Operating Committee, who, in the absence of a Director from such Member School District, may act with all the powers, authority, and discretion of the absent Director.

**Section 3. Election of Officers.**

- A. The Full Board delegates authority to the Joint Operating Committee to adopt a resolution providing for the election of President, Vice President, Secretary and Treasurer. Nominations for officers will come from members of the Joint Operating Committee.

B. Each year, during the month of December, the Joint Operating Committee shall meet and elect from its members a President and a Vice President, each to serve for one (1) year from the date of the election. Each year, during the month of May, the Joint Operating Committee shall meet and elect from its members a Treasurer, who shall serve for one (1) year, said term beginning the first Monday of July following the election. Every four (4) years during the month of May, the Joint Operating Committee shall meet and elect a Secretary, who shall serve for four (4) years beginning the first Monday of July following such election. The Joint Operating Committee shall fill any vacancy in an office for the balance of such term. Only one officer shall come from each Member School District.

**Section 4. The Annual Budget.** No later than the May meeting the Joint Operating Committee shall consider the budget for the subsequent fiscal year. The budget shall be adopted, by joint meeting or mail ballot, by two-thirds of the Member School Districts and by the affirmative vote of a majority of all the members of the Full Board, no later than the months of May and June. Said budget shall be subject to final approval by the Pennsylvania Department of Education.

**Section 5. Meetings and Voting.** Regular meetings of the Joint Operating Committee shall be scheduled, called and held, and notice of such meetings shall be issued in conformity with the School Code and Sunshine Act, as amended. Special meetings of the Full Board or Joint Operating Committee may be held at any time upon the call of the President or Vice President, or any six (6) members of the Joint Operating Committee with at least five (5)

business days' notice to each person entitled to vote at such meeting of the date, time, place and purpose of the meeting.

At all Joint Operating Committee meetings, a quorum shall consist of a majority of the members of the Joint Operating Committee. On all matters in which a special vote is required by law or by this Agreement, the vote of the Full Board or of the Joint Operating Committee shall be taken in compliance with this requirement. In all other cases, the vote of the Joint Operating Committee shall be taken by roll call of all Joint Operating Committee members participating at the meeting, and a majority of all Joint Operating Committee Members participating in the program under consideration shall be required for action, subject to the requirements of School Code and School policy.

**Section 6. Superintendent of Record.** In compliance with the Public School Code, the Joint Operating Committee shall appoint a Superintendent of Record from among the Chief School Administrators of the Member School Districts, on such terms and conditions as the Joint Operating Committee may agree, for the purpose of consulting with and advising the Joint Operating Committee. The Superintendent of Record shall be appointed for a two-year term.

The Superintendent of Record shall:

- A. Attend all meetings of the Joint Operating Committee unless unable to attend due to schedule conflicts, in which case a designee will be assigned.
- B. Sign all documents requiring the signature of a Chief School Administrator or Superintendent on behalf of the School.
- C. Collaborate with Member School District Superintendents regarding School operational and finance issues.

- D. Perform any other duties required to be performed by a Chief School Administrator or Superintendent on behalf of the School.
- E. Perform any other duties as requested by the Joint Operating Committee and agreed to by the Superintendent of Record.

The Superintendent shall supervise neither the educational programming operated by the AIU or other designated provider nor the staff employed by such provider.

In accordance with the Agreement, the Superintendent of Record shall receive an annual salary in an amount to be determined by the Joint Operating Committee, payable in equal monthly installments. The Superintendent of Record shall also be reimbursed for reasonable and necessary expenses as provided by School policy.

### **ARTICLE III**

**Section 1. Allocation of Costs.** For purposes of this Agreement, the costs of constructing, equipping, furnishing and physically maintaining, as necessary, and any and all fees incident thereto, the building or buildings of the School, shall be shared by the respective Member School Districts on the basis of their proportionate market valuation as reported by Allegheny County in the annual certified tax roll issued on or around December 15<sup>th</sup> of the year preceding the school year in which the payment is to be made.

**Section 2. Payments to Southeastern Area Special School.** The Business Office or designee will invoice and collect the Member School Districts' share of School Costs on an annual basis, pursuant to the method of allocation described in Article III, Section 1. The School shall distribute the invoices on or about July 15<sup>th</sup> for the current school year.

Each Member School District shall pay promptly to the Business Office of the School or designee its share of Costs allocated to it. Any Member School District not promptly paying to the Business Office of the School or designee any of the foregoing sums as and when they become due and payable hereby authorizes and directs the Department of Education to apply and pay the School such portions of its reimbursements moneys due the Member School District from the Department of Education for any purpose whatsoever as may be required to meet the Member School District's obligations under this Article.

**Section 3. All Other Costs.** All other costs, including all costs of administration, supervision and instruction shall be paid by the Allegheny Intermediate Unit #3 or other designated provider out of funds allocated by the Commonwealth of Pennsylvania for that purpose. Neither the School nor the Joint Operating Committee shall be responsible for costs of administration, supervision and instruction, which shall include employment of personnel, at the School.

#### **ARTICLE IV**

**Section 1. Committees.** The Joint Operating Committee may create such standing and/or special committees as the Joint Operating Committee may determine to be appropriate. The advisability of, the method of selecting the members for, and the activities, duties and responsibilities assigned to such committees shall be determined from time to time by the Joint Operating Committee. Membership on such committees shall be representative and equitable. There shall not be more than one (1) chair of such committees from any one Member School District. The Joint Operating Committee may likewise, from time to time, establish rules and regulations relating to the conduct of affairs at the School.



**Section 2. Professional Advisory Council.** A Professional Advisory Council composed of Superintendents of Member School Districts, the Principal of the School, Director of the Allegheny Intermediate Unit #3 or designee, and other necessary parties shall meet regularly to advise the Joint Operating Committee on matters concerning the organization and operation of the School, including but not limited to capital improvements, building projects, and finances.

#### **ARTICLE V**

**Section 1. Transportation of Students.** Each Member School District and any non-participating School District whose students may attend the School shall be responsible for the transportation of its pupils to the School.

**Section 2. Tuition Students.** If all students from the Member School Districts have been accommodated and vacancies exist in School programs, the School may enroll tuition students in accordance with the provisions of the School Code, and subject to the consent of and under such terms and conditions as may be prescribed by the Joint Operating Committee.

#### **ARTICLE VI**

**Section 1. School Code and other applicable laws.** All matters not specifically covered by the terms of this Agreement shall be administered in accordance with the provisions of the Public School Code of 1949, as amended, and other applicable federal and state laws and regulations thereunder.

#### **ARTICLE VII**

**Section 1. Adoption of Jointure Agreement.** This Agreement shall be adopted by the affirmative vote of a majority of the school directors of each of the Member School Districts at

a regular or special meeting duly held for this purpose, and action duly entered upon the minutes of their respective boards.

**Section 2. Amendment of Jointure Agreement.** This Agreement may be amended from time to time by the Member School Districts in the same manner by which this Agreement was adopted, provided that the proposed amendment has been presented to each Member School District thirty (30) days prior to action.

**Section 3. Applicable Date.** This agreement shall be effective on the date first written above.

**IN WITNESS WHEREOF,** the said Member School Districts have caused this THIS SIXTH AMENDMENT TO JOINTURE AGREEMENT to be executed by their respective Presidents, attested to by their Secretaries and the seals of their respective Districts affixed hereto, as the day and year first herein above written.