

ARTICLES OF AGREEMENT

FOR THE ESTABLISHMENT AND OPERATION

OF THE

SCHUYLKILL INTERMEDIATE UNIT 29 SCHOOL

As Amended July 15, 1978

and

Further Amended June 13, 2020

JOINT SCHOOL AGREEMENT FOR PROVISION OF FACILITIES

THIS JOINT SCHOOL AGREEMENT FOR PROVISION OF FACILITIES (the “Agreement”) is made by and between the member School Districts of the Schuylkill Intermediate Unit #29 with the consent and approval of the Schuylkill Intermediate Unit #29 Board of Directors.

WHEREAS, the Schuylkill Intermediate Unit #29 Board of Directors (IU29) is authorized by the Public School Code, Section 908A to provide facilities for:

- Administrative offices
- Educational programs
- Third party organizations

WHEREAS, the member School Districts, parties hereto, desire to provide, equip, furnish and maintain a facility for the provision of educational services within the County which can be operated equitably and economically on a cooperative basis,

NOW, THEREFORE, it is agreed by and among the respective member School Districts, parties hereto, as follows:

ARTICLE I

1-1 Establishment. The Member Districts, parties hereto, acting in concert through Schuylkill Intermediate Unit #29 do hereby agree to provide and maintain a facility for the provision of educational services within Schuylkill County.

1-2 Definitions. For the purpose of this agreement, the following definitions of terms shall be used in the interpretation of this agreement:

- “Member Districts” shall mean the school districts within Schuylkill County consisting of Blue Mountain School District, Mahanoy Area School District, Minersville Area School District, Pine Grove Area School District, Pottsville Area School District, Tri-Valley School District, North Schuylkill School District, Williams Valley School District, St. Clair Area School District, Schuylkill Haven Area School District, Tamaqua Area School District and Shenandoah Valley School District.
- “Member Boards” shall mean the boards of school directors of Member Districts.
- “I.U. Board” shall mean the Schuylkill Intermediate Unit #29 Board of Directors.
- “Facility or Facilities” shall mean a building or buildings used for educational services.

1-3 Effective Date and Term. The Effective Date of the Agreement shall be July 1, 2020, and is for a term of ten years. The Agreement shall automatically extend for another ten

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year term unless any Member District(s) provide written notice to all parties and the IU 29 of its objection to an extension, said written notice to be received no less than one hundred and eighty (180) days prior to expiration of the initial term. A mid-term review (five years) shall be conducted to review the Articles.

ARTICLE II

2-1 Operation and Maintenance. The programs and services in the Facility shall be operated by the I.U. Board. The operation and maintenance of the Building shall be managed by IU29 personnel and governed by the I.U. Board.

ARTICLE III

3-1 Capital Expenditures. Capital Expenditures made in connection with the operation of the Facility shall be borne by the Member Districts upon the following basis:

- a. The share to be paid by each Member District shall be based upon the formula delineated below in 3-3 Current Operating Costs which includes the ratio which each Member District's market value of real estate bears to the market value of real estate of all Member Districts. For this purpose, market value shall be that established by the most recent report of the State Tax Equalization Board.

3-2 Definition. Capital expenditures are payments to acquire, upgrade, and maintain physical assets at the Facility including but not limited to property, industrial buildings, and equipment. This type of financial outlay is also made to maintain or increase the scope of the Facility operations.

Capital expenditures can include but are not limited to equipment purchase, building repair, or facility renovation/construction. The I.U. Board shall have the authority to make capital expenditures when necessary.

3-3 Current Operating Costs. Current operating costs shall continue to be paid from advanced payment received by the I.U. Board from the Department of Education for the operation of educational services in the Intermediate Unit upon the basis provided by the Department of Education. Any fees and revenues collected by the IU29 for use of the Facility shall be applied to the operation and maintenance costs that will be distributed among the following budgets as per PA School Code 920-A: Special Education Budget and IU29 Budget.

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The process for calculating payments from Member Districts for the operational costs of the IU29 Facility or Facilities for Capital Expenditures and Current Operating Costs will be as follows:

A three-year phase in model will be initiated for the 2020-2021, 2021-2022, and 2022-2023 School Years. For the 2020-2021 School Year, payments will be calculated based on the current model with 100% of Market Value. For the 2021-2022 School Year, payments will be calculated based on 10% Equal Distribution, 30% District Enrollment, and 60% Market Value. For the 2022-2023 School Year and thereafter, payments will be calculated based on 10% Equal Distribution, 40% District Enrollment, and 50% Market Value.

District Enrollment is defined as member school district enrollment (K-12) as of October 1st each year, updated annually.

In the event of any significant change in public school and/or Intermediate Unit funding, a simple majority may initiate a discussion of the aforementioned formula.

ARTICLE IV

4-1 Use of Facilities. To the extent permitted by law, the facilities addressed within this agreement shall be used to provide educational services within the County. Where physical facilities permit, third party entities and individual pupils from non-member districts may be permitted to use said facilities subject to the consent of, and under such terms and conditions as may be imposed by the I.U. Board.

ARTICLE V

5-1 Authority Financing and Leases. The Member Districts do hereby authorize the I.U. Board to enter into agreements on behalf of the Member Districts with the State Public School Building Authority, the General State Authority, a non-profit corporation, Municipal Authorities, or others to buy land, build, alter, lease, equip, and operate facilities. If municipal authority financing is deemed appropriate and necessary, the Member Districts do hereby agree to take all steps in order to create a joint municipal authority for the purpose of financing the acquisition and improvement of suitable sites and the erection and equipping of appropriate Facility buildings.

ARTICLE VI

6-1 Title to Real Estate. If necessary, the title to any real estate acquired for the purpose of establishing and such Facility may be held by a municipal authority duly organized under the Pennsylvania Municipality Authorities Act for the purpose of constructing any such Facility.

ARTICLE VII

7-1 Admission of New Members. School districts not a part of this agreement may become members upon petition to the Intermediate Unit Board for admission to membership. Approval of three—fourths (3/4) of the Member Districts at the time of petition will be necessary to become members.

7-2 Conditions and Terms. The Member Districts, through the I.U. Board, will establish the terms and conditions for admission of new members.

7-3 Rights, Privileges, and Responsibilities. Newly admitted members shall possess all rights, privileges, and responsibilities of original membership of current members after formal acceptance to membership as part of this Agreement, and fulfillment of the initial obligation in compliance hereto.

ARTICLE VIII

8-1 Amendment. This Agreement may be amended as deemed necessary upon ratification of such proposed amendment by approval of three—fourths (3/4) of the Member Districts who are a party to this agreement.

ARTICLE IX

9-1 Items Beyond Agreement. All matters not specifically covered by the terms of this Agreement shall be administered in accordance with the Public School Code of Pennsylvania.

ARTICLE X

10-1 Binding Arbitration. Any controversy of claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Uniform Arbitration Act, Pa.C.S § 7301, et al., and the judgment rendered in the action by the arbitrator shall be entered and recognized in any court having jurisdiction thereof. The cost of the arbitration shall be borne equally by the Member Districts and the I.U. Board.

ARTICLE XI

11-1 Sale of Facilities. In the event of the sale of any items/improvements for which a Capital Expenditure was incurred, or the Facility or Facilities, the proceeds from such sale shall be distributed to the Member Districts in an amount equal to the ratio as set forth in under Article III, section 3-3, at the time of the sale.

JOINT SCHOOL AGREEMENT FOR PROVISION OF FACILITIES

ATTEST:

M. Schullz Vesay

Secretary of Board of School Directors

(SEAL)

BLUE MOUNTAIN SCHOOL DISTRICT
Schuylkill County, Pennsylvania

By: *Anne Usata*

President of Board of School Directors

ATTEST:

Nancy Boyle

Secretary of Board of School Directors

(SEAL)

MAHANAY AREA SCHOOL DISTRICT
Schuylkill County, Pennsylvania

By: *Steven J. Small*

President of Board of School Directors

ATTEST:

Kevin E. Wigot

Secretary of Board of School Directors

(SEAL)

MINERSVILLE AREA SCHOOL DISTRICT
Schuylkill County, Pennsylvania

By: *Angela M. De Marco*

President of Board of School Directors

ATTEST:

Jeanne Brindle

Secretary of Board of School Directors

(SEAL)

PINE GROVE AREA SCHOOL DISTRICT
Schuylkill County, Pennsylvania

By: *[Signature]*

President of Board of School Directors

JOINT SCHOOL AGREEMENT FOR PROVISION OF FACILITIES

ATTEST:

Patricia A. Lohel
Secretary of Board of School Directors

(SEAL)

ATTEST:

Carl D. Shaulwiler
Secretary of Board of School Directors

POTTSVILLE AREA SCHOOL DISTRICT
Schuylkill County, Pennsylvania

By: Robert Brunelle
President of Board of School Directors

TRI-VALLEY SCHOOL DISTRICT
Schuylkill County, Pennsylvania

By: Jay Bo
President of Board of School Directors

ATTEST:

Mark Lynn Craig
Secretary of Board of School Directors

(SEAL)

NORTH SCHUYLKILL SCHOOL DISTRICT
Schuylkill County, Pennsylvania

By: Ch. Hupf
President of Board of School Directors

ATTEST:

Janice Kramer
Secretary of Board of School Directors

(SEAL)

WILLIAMS VALLEY SCHOOL DISTRICT
Schuylkill County, Pennsylvania

By: [Signature]
President of Board of School Directors

(SEAL)

ATTEST:

[Signature]
Secretary of Board of School Directors

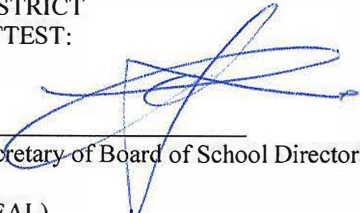
(SEAL)

SAINT CLAIR AREA SCHOOL DISTRICT
Schuylkill County, Pennsylvania

By: Michael [Signature]
President of Board of School Directors

JOINT SCHOOL AGREEMENT FOR PROVISION OF FACILITIES

DISTRICT
ATTEST:


Secretary of Board of School Directors
(SEAL)

SCHUYLKILL HAVEN AREA SCHOOL


Schuylkill County, Pennsylvania

By: 
President of Board of School Directors

ATTEST:


Secretary of Board of School Directors
(SEAL)

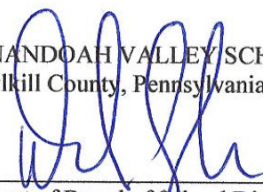
TAMAQUA AREA SCHOOL DISTRICT
Schuylkill County, Pennsylvania

By: 
President of Board of School Directors

ATTEST:


Secretary of Board of School Directors
(SEAL)

SHENANDOAH VALLEY SCHOOL DISTRICT
Schuylkill County, Pennsylvania


By: 
President of Board of School Directors

ATTEST:


Secretary of Board Directors
(SEAL)

SCHUYLKILL INTERMEDIATE UNIT
#29

Schuylkill County, Pennsylvania

By: 
President of Board of Directors