

BACKUP DOCUMENTATION FOLLOWS FOR THE CURRENT MEETING OF THE NORTH EAST BOARD OF SCHOOL DIRECTORS.

INFORMATION WILL BE PROVIDED FOR ALL AGENDA ITEMS NOT PROTECTED UNDER ACT 84 CONFIDENTIALITY LAWS WHICH WOULD INCLUDE STUDENT ISSUES, PERSONNEL, LEGAL, SAFETY AND OTHER PROTECTED MATTERS RELEVANT TO DISTRICT OPERATIONS.

BACKUP WILL BE POSTED IN THE ORDER THAT IT APPEARS ON THE MEETING AGENDA.

ERIE COUNTY TECHNICAL SCHOOL

Renovations and Additions Project

Resolved by the North East School District that it approves an award of the Renovation and Additions Project be based upon the apparent low bidders and costs as follows:

Building Cost	\$29,599,000
Architect & Engineering fees	\$ 1,775,940
Less Architect & Engineering fees paid to date	\$ 675,000
Furniture & Equipment	\$ 1,675,000
Contingency	\$ 2,000,000
<hr/>	
Total Project Cost	\$34,374,940

Resolved by the North East School District that Article IV of the Restated Articles of Agreement for Operation (the “Articles”) entitled “Capital Outlay and Lease Amortization” which provides as follows:

Participating School Districts shall share in costs of capital outlay and building rental. Such school districts shall share costs proportional to market value of real estate as released by the State Tax Equalization Board on the preceding June 30th.

Non-amortizing rental shall not be deemed a capital expenditure but shall be deemed a current expense.

is amended effective July 1, 2024 and replaced with the following:

Participating School Districts shall share in costs of capital outlay and building rental. Such school districts shall share costs on a fifty percent (50%) basis proportional to market value of real estate as released by the State Tax Equalization Board on the preceding June 30th and on a fifty percent (50%) basis as set forth in Article V, Secondary District Contributions as provided below.

Non-amortizing rental shall not be deemed a capital expenditure but shall be deemed a current expense.

Article V provides as follows:

A. Secondary Program District Contributions.

The Joint Operating Committee shall approve a budget of actual proposed expenditures, balanced by identified sources of revenue for the fiscal year commencing July 1 and ending June 30. The

financial level of support from all of the participating districts shall be termed *Secondary Program District Contributions*.

B. Participant’s Share

Each participating district’s share of the *Secondary Program District Contributions* shall be based on the respective district’s percentage share of the Vocational Average Daily Membership at the Erie County Technical School as of June 30, averaged for the three (3) most recent school years. This shall be termed *Participant’s Share*.

C. Formula Application

Step #1 – Determine the *Secondary Program District Contributions* in the proposed budget. This amount represents the sum total financial support of the budget from all of the participating districts.

Step #2 – Multiply the *Secondary Program District Contributions* by each district’s *Participant’s Share*. This will represent each district’s *Gross District Contribution* to the *Secondary Program District Contributions*.

D. Payments

The total of each participating district’s financial support level for current expenses shall not differ from the amount calculated and budgeted for that fiscal year. The amount to be paid enables a participating district to minimally send its quota share of students. Unused quota slots shall be made available to other participating districts in accordance with the procedures outlined in Article VI, Section A. There shall be no additional assessment made to districts who send students in excess of their quota share during the current school year.

Each participating district will be provided a schedule of payments in July of each fiscal year calling for twelve (12) equal installments paid monthly in advance.

...

Resolved by the North East School District that the above recommendation and total project cost of \$34,374,940 is approved and the North East School District will pay its proportionate share set forth on the attached table and the revision to the Articles of Agreement for Operation is also approved.

This Resolution was adopted by the Board of Directors of the North East School District at a meeting duly convened and held on September 28, 2021 by a vote of ____ to ____.

Secretary

President

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Project Cost	District	Existing Formula		34,374,940.00
		2020 MV	Percent Share	Cost
Fairview		913,729,657.00	8.52%	2,927,034.24
Fort Leboeuf		1,351,171,461.00	12.59%	4,328,331.79
General Mclane		985,085,652.00	9.18%	3,155,615.46
Girard		507,448,644.00	4.73%	1,625,556.91
Harbor Creek		998,662,051.00	9.31%	3,199,105.98
Iroquois		274,161,776.00	2.55%	878,247.63
Millcreek		3,787,813,863.00	35.30%	12,133,852.47
North East		603,551,315.00	5.62%	1,933,411.43
Northwestern		447,280,854.00	4.17%	1,432,815.89
Union City		272,585,286.00	2.54%	873,197.51
Wattsburg		589,303,686.00	5.49%	1,887,770.69
Total		10,730,794,245.00	100.00%	34,374,940.00

ERIE COUNTY AREA VOCATIONAL-TECHNICAL SCHOOL
RESTATED ARTICLES OF AGREEMENT FOR OPERATION

REVISED AUGUST 24, 1995

ERIE COUNTY AREA VOCATIONAL-TECHNICAL SCHOOL

ARTICLES OF AGREEMENT FOR OPERATION

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ERIE COUNTY AREA VOCATIONAL-TECHNICAL SCHOOL

ARTICLES OF AGREEMENT FOR OPERATION

ARTICLE I

A. Name

The several school districts having constructed an Area Vocational-Technical School to be known as the "Erie County Technical School" agree to operate said school for the benefit of secondary school pupils, out-of-school youth, and adults who are residents of the participating districts.

B. Definitions

For the purpose of this Agreement the following definitions shall be used in its interpretation:

"Participating Districts" shall mean each school district signatory to this Agreement.

"Joint Board" shall be the Area Vocational-Technical Board and is comprised of all the School Directors of the participating districts.

"Erie County Technical School Committee" shall mean the Operating Committee consisting of one member from the Board of School Directors of each participating District.

ARTICLE II

The Joint Board is authorized and agrees to exercise all the powers and duties set forth in Section 1850.1, School Laws of Pennsylvania and in particular by this contract is authorized by each district signatory to this contract to "enter into agreements with the State Public School Building Authority, or municipality authorities to buy land, build, alter, lease, equip and operate facilities for public vocational-technical school education."

A. Addition of New Members

Any district not participating in the original establishment of the Area Vocational-Technical School which later elects to become a participant shall contribute to the cost of the school an amount agreed upon with the then Participating Districts, and shall make such further annual payments on account

of obligations to the State Public School Building Authority or rentals under leases with municipality authorities as shall be agreed upon.

B. Withdrawals

Any district may withdraw from the Agreement, after a one year notice of intent in writing, upon satisfaction of all financial obligations and with the approval of all of the Participating Districts.

ARTICLE III

A. Joint Board

There shall be established a Joint Board consisting of all participating District Boards. The Joint Board shall have the authority to exercise all powers which may not be delegated by law, to adopt a budget for the school year 1971-72, and annually thereafter, and to designate immediately an Operating Agent, a Joint Committee composed of one member from each District Board, and shall delegate to such Operating Agent all authority, powers and duties not reserved by law to the Joint Board. This Operating Agent shall be known as the Erie County Technical School Committee.

B. Erie County Technical School Committee

The Erie County Technical School Committee is designated as the Operating Agent of the Erie County Area Vocational-Technical School, and is delegated all authority, powers and duties not reserved by law to the Joint Board.

The Committee shall be made up of one School Director elected by and from the Board of each Participating District. Vacancies on the Committee shall be filled by and from the Board of Participating Districts so that all Boards are represented on the Committee by one Director. The term of office of Committee members shall be three years beginning with the organization meeting in December. The term of office for the Committee member from the Fairview, Millcreek, and North East School Districts shall expire in December 1971, and every third year thereafter; the members from the Fort LeBoeuf, Girard, Harborcreek and Iroquois School Districts in December 1972, and every third year thereafter; and the members from the General McLane, Northwestern, Union City and Wattsburg School Districts in December 1973 and every third year thereafter.

When a Committee member relinquishes his seat on the Board of a Participating District, his seat on the Committee shall be declared vacant.

C. Advisory Committee

The Erie County Technical School Committee shall appoint a general advisory committee composed of representatives of business and industry and school administrators and upon the request of the general advisory committee shall appoint craft or course committees. The advisory committee shall advise the Erie County Technical School Committee on such matters as the need for a particular shop, laboratory, occupation, equipment, curriculum, labor management coordination, business and industrial requirements or selection of personnel.

D. Advisory Counsel

A professional advisory counsel composed of the superintendent of each Participating School District shall meet regularly upon the call of the A.V.T.S. Superintendent to advise the Operating Committee on matters concerning the organization and operation of the program.

E. Liaison for Committees

The A.V.T.S. Superintendent or a member of his staff named by him shall act as liaison officer and as executive officer for and between the several committees.

F. Regional Occupational Skill Center Board

The Joint Board adopted a resolution for the construction and operation of the Regional Occupational Skill Center for out-of-school youth and adults on January 21, 1975. The Joint Board has proceeded to construct the Regional Occupational Skill Center with matching funds from local manufacturers and state and federal funds and turned over to the Joint Board of the Erie Area Vocational Technical School for operation. The Operating Committee has formed an advisory board known as the Regional Occupational Skill Center Board which provides advice and recommendations to the joint committee on such matters as the need for courses, curriculum, building and grounds, equipment, labor and management coordination, business and industrial requirements, selection of personnel, and day-to-day management of the Regional Occupational Skill Center.

ARTICLE IV

A. Capital Outlay and Lease Amortization Rental

Participating School Districts shall share in costs of capital outlay and building rental. Such school districts shall share costs proportional to market value of real estate as released by the State Tax Equalization Board on the preceding June 30th.

Non-amortizing rental shall not be deemed a capital expenditure but shall be deemed a current expense.

ARTICLE V

A. Current Expense

I. The Joint Board shall approve a budget of actual proposed expenditures, balanced by identified sources of revenue for the fiscal year commencing July 1, and ending June 30. The financial level of support from all of the Participating Districts shall be termed Secondary Program District Contribution.

II. a. Market Value Share

Twenty five percent (25%) of the Secondary Program District Contributions level shall be recovered on the basis of each Participating District's percentage share of the total assessed market value of all Participating District's as released by the State Tax Equalization Board on the previous June 30. This component of the formula shall be called Market Value Share (MVS).

b. Quota Share

Twenty five percent (25%) of the Secondary Program District Contributions level shall be recovered on the basis of each Participating District's percentage share of all the Participating School District's Average Daily Membership in grades 9, 10, and 11 as of June 30 averaged for the three (3) most recent school years. This component of the formula shall be called Quota Share (OS).

Note #1 - For the 1991-92 fiscal year, the 1st Semester of the 1990-91 school year (ending on or about

January 24, 1991) Average Daily Membership data shall be used for the first year. This was averaged in with June 30 data from the 1988-89 and 1989-90 school years.

Note #2- For the 1992-93 fiscal year June 30 data for the 1990-91 school year was averaged with June 30 data from the 1988-89 and 1989-90 school years.

c. Participant Share

Fifty percent (50%) of the Secondary Program District Contributions level shall be recovered on the basis of each Participating District's percentage share of all the Participating Districts Average daily Membership at the Erie County Technical School as of June 30 averaged for the three (3) most recent school years. This component of the formula shall be called Participation Share (PS).

Note #1 - For the 1991-92 fiscal year, the 1st Semester of the 1990-91 school year, (ending on or about January 24, 1991) Average Daily Membership data shall be used for the first year. This was averaged in with June 30 data from the 1988-89 and 1989-90 school years.

Note #2 - For the 1992-93 fiscal year, June 30 data for the 1990-91 school year was averaged in with June 30 data from the 1988-89 and the 1989-90 school years.

d. Each Participating District Share of the Secondary Program District Contributions shall be the sum of MVS (IIa), plus QS (IIb), plus PS (IIc).

III. Formula Application

Step #1 - Determine the Secondary Program District Contributions level in the proposed AVTS Budget. This amount represents the sum total of all of Participating Districts financial support of the budget.

Step #2 - Multiply Secondary Program District Contributions amount by 25% to determine the

- dollar amount to be recovered on the basis of Market Value Share (MVS).
- Step #3 - Multiply Secondary Program District Contributions amount by 25% to determine the dollar amount to be recovered on the basis of Quota Share (QS).
- Step #4 - Multiply Secondary Program District Contributions amount by 50% to determine the dollar amount to be recovered on the basis of Participation Share (PS).
- Step #5 - Multiply each Participating Districts Market Value Share (MVS) percentage as described in IIa times the dollars to be recovered on the basis of Market Value as determined in Step #2.
- Step #6 - Multiply each Participating District's Quota Share (QS) percentage as described in IIb times the dollars to be recovered on the basis of Quota Share as determined in Step #3.
- Step #7 - Multiply each Participating Districts Participation Share (PS) percentage as described in IIc times the dollars to be recovered on the basis of Participation as determined in Step #4.
- Step #8 - Add Each district's Market Value Share (Step #5); Quota Share (Step #6); and Participation Share (Step #7). The sum of the three components shall constitute a Participating Districts Share of the Secondary Program District Contributions for the ensuing fiscal year.

IV. Payments:

The total of each Participating District's financial support level for current expense shall not differ from the amount calculated and budgeted for that fiscal year. The amount to be paid enables a Participating District to minimally send its quota share of students. Unused quota slots shall be made available to other Participating Districts in accordance with the procedures outlined in Article VI, Section A. There shall be no additional assessment made to districts

who send students in excess of their quota share during the current school year.

Each participating District will be provided a schedule of payments in July of each fiscal year calling for twelve (12) equal installments paid monthly in advance.

ARTICLE VI

A. Quota and Assignment of Pupils

A quota of Forty-eight (48) students shall be established for each course offering. Each school district shall be allocated their share of the course quota proportional to the enrollment in grades 10 through 12 of the Participating School Districts, provided that any unused part of a quota shall be made available to remaining school districts in proportion to enrollments.

Selection of pupils shall be a cooperative effort by the administrator and guidance services of the Participating School Districts and the administrator and guidance services of the Area Vocational-Technical School provided that final decision as to assignment to the Area Vocational-Technical School shall rest with the district of residence of the pupil and final decision as to retention of a pupil in the Area Vocational-Technical School after one semester shall rest with the authorities of the Area Vocational-Technical School.

B. Tuition Students

Tuition students will be accepted into secondary vocational technical programs where vacancies exist after attempts to fill the slots with in-school youth from Participating School Districts have been exhausted. Tuition students may include in-school youth from other districts, out-of-school youth, and adults.

The tuition rate shall be established by the Operating Committee annually during the month of July.

ARTICLE VII

A. A.V.T.S. Superintendent

The Erie County Technical School Committee shall annually in March select an A.V.T.S. Superintendent to serve for the year beginning on the following July 1. The A.V.T.S. Superintendent shall be either the Executive Director of

the Northwest Tri-County Intermediate Unit or a Superintendent of one of the Participating School Districts.

ARTICLE VIII

A. Transportation

Transportation of pupils shall be the obligation of the district of residence.

ARTICLE IX

A. Amendment

No change or amendment shall be made in this Agreement without the consent of each Participating School District first obtained, by the affirmative vote of a majority of the school directors thereof, provided sixty days written notice has been given to each district.

ARTICLE X

A. Special Programs

1. Definition: Special programs shall be those programs offered by the Erie County Technical School Committee in addition to the regular day school and evening adult programs at the Erie County Technical School at the request of fewer than the total number of districts signatory to this agreement. Such special programs may be requested by:
 - a. One or more districts where such programs are to be conducted at the Erie County Technical School; or
 - b. One or more districts where such programs are to be conducted at facilities other than the Erie County Technical School. In this instance all capital and lease costs shall be the responsibility of the district or districts requesting the program.
2. Authorization: Participating Districts desiring to participate in a special program shall adopt a resolution authorizing Erie County Technical School Committee to institute such a program and to charge the district with their prorated share of the cost of operating the program. A copy of this resolution signed by the President and Secretary of the Board shall be filed with the Secretary of the Erie County Technical School Committee.

3. Implementation: Special programs may be implemented by the Erie County Technical School Committee in accordance with authorization received for Participating Districts.
4. Budgets: Budgets for special programs shall be adopted by the Joint Board as provided in Sections 687 and 1850.1 (25c) of the Pennsylvania School Laws.
5. Expenses: Assessments will be made against districts participating in such special programs in the same manner as outlined in application of Article V Subsection A. Current Expenses of this amended Agreement.
6. Quotas and Assignment of Pupils: Quotas for special programs shall be established in the same manner as provided in Article VI for those districts participating in such programs.
7. Excessive Costs: School districts which are parties to this Agreement but choose not to participate in a special program, shall not incur any additional expense as the result of excess costs of such special programs. Excess costs will be billed directly to the districts participating in special programs on the basis of average daily membership in such programs.

ARTICLE XI

A. Withdrawal of Participating District

The Union City School District shall withdraw as a Participating District in the Articles of Agreement For Operation for the Erie County Area Vocational-Technical School, to be effective as of June 30, 1985. Said withdrawal is subject to the following requirements:

1. Union City School District must have paid in full all financial obligations to the Erie County Area Vocational-Technical School at the time of withdrawal, by June 30, 1985.
2. Withdrawal by the Union City School District is subject to their right to be reconsidered for re-entry as a Participating District in the Erie County Area Vocational-Technical School at any time in the future, provided one hundred percent (100%) approval of all the Participating Districts at the time is acquired.

In consideration of this right, the present market value of the real estate premises, consisting of Campus at the Erie County Area Vocational-Technical School and vacant land, is established as \$11,200,000.00. In the event that the Union City School District applies for re-entry in the future and it was approved by all the Participating School Districts at that time, then and in the event the Union City School District would be required to pay at the time of re-entry its proportionate share* of any increase in the market value of the Real Estate from June 30, 1985 (\$11,200,000.00) to the market value as of the date of re-entry. Said payment would be a minimum financial requirement for Union City School District to pay. Additional consideration if any would be as determined by the Participating Districts at the time of re-entry.

3. In the event the real estate that presently comprises the Campus of the Erie County Area Vocational-Technical School and adjacent vacant land would be sold at any time in the future, then and in that event the Union City School District would receive its proportionate share (as defined in the preceding Paragraph (2) of this Article) of the net proceeds of said sale, provided said sale was \$11,200,000.00 or less.

In the event the sale price was in excess of \$11,200,000.00, the Union City School District would receive only its proportionate share on \$11,200,000.00, being the maximum it could recover.

ARTICLE XII

- A. This "Restated Articles of Agreement for Operation" shall become effective _____, 1995 as provided in Article IX of this Agreement.

IN WITNESS WHEREOF, the Participating School Districts hereinafter named, being duly authorized, have caused this Agreement to be executed in their names by their presidents and duly attested by their secretary the day and year set forth in the joinder of each district.

* Proportionate share is determined by taking the ratio of the Union City School District's market valuation to the total market value of the Participating Districts including Union City School District, as established by the most recent Pennsylvania State Tax Equalization Board as certified June 30th of the preceding year.

WITNESSETH

FAIRVIEW SCHOOL DISTRICT

Janet J. Lurie
Secretary

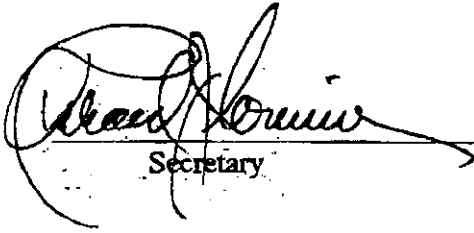
BY: Alan J. Wolman
President

FT. LEBOEUF SCHOOL
DISTRICT

Joseph A. Maloney
Secretary

BY: *Scott L. Taylor*
President



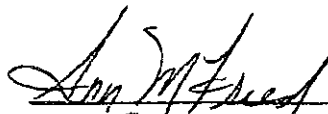



Secretary

GENERAL MCLANE SCHOOL
DISTRICT

BY: 
President

GIRARD SCHOOL DISTRICT


Secretary

BY: 
President

HARBOR CREEK SCHOOL
DISTRICT

Sheila A. Seal
Secretary

BY: Charles R. Wentz
President



CB
9-15-98

IROQUOIS SCHOOL DISTRICT

Sandra H. Huggman
Secretary

BY: *[Signature]*
President



Millcreek Township School District

"An Equal Opportunity Employer"

Millcreek Education Center
3740 West 26th Street • Erie, Pennsylvania 16506-2096 • (814) 835-5300

November 7, 1995

Dr. Robert Towsey
Superintendent of Record
Erie County Vocational-Technical School
8500 Oliver Road
Erie PA 16509-4699

Dear Rob:

At a Regular School Board Meeting, held October 16, 1995, The Erie County Area Vocational-Technical School Restated Articles of Agreement for Operation were discussed and approved by a vote of 9-0.

Sincerely,

Alan K. Lindquist

Alan K. Lindquist
Superintendent of Schools

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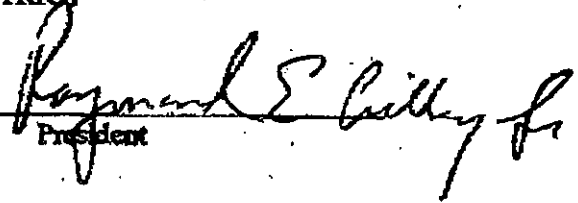
NORTH EAST SCHOOL
DISTRICT

W. H. King A. R. H.
Secretary

BY: M. E. Malin
President

NORTHWESTERN SCHOOL
DISTRICT


Secretary

BY: 
President