

ARTICLE of AGREEMENT for EXTENSION, ESTABLISHMENT and OPERATION of a  
SATELLITE WELDING PROGRAM

And now, this 19th day of July, 2017 this Agreement is entered into between and Crawford County Career and Technical Center, 860 Thurston Road, Meadville PA 16335 (hereinafter the "Center" or "CCCTC") and Conneaut School District 120 West School Road Linesville PA 16424 (hereinafter, "Conneaut")

**1. Background**

The Crawford County Career and Technical Center (hereafter "CCCTC") is a joint school operated by the Conneaut, Crawford Central and PENNCREST School Districts in Crawford County Pennsylvania. CCCTC is governed by a Joint Operating Committee (hereafter the "JOC") composed of School Board members of the constituent school districts. The Career and Technical Center building is located at 860 Thurston Road, Meadville Pa.

The JOC has made a decision to expand its program offerings by creating a Satellite Welding Program (the "Program") to be located in the Conneaut School District at the Conneaut Valley Middle School, Conneautville, PA. This decision has been concurred in by the Boards of Directors of the constituent school districts commensurate with the passing of the Career Center budget for the 2017-2018 school year by the affirmative vote of two-thirds of the participating boards and a majority of all the school directors of all the participating districts, which budget included all expenses incidental to the satellite welding class.

The creation and operation of a satellite program by a vocational school is regulated by section 339.3 of the Pennsylvania Code (22 PA Code §339.3). That section outlines the mandatory requirements for the establishment of a satellite program. Beyond complying with those requirements, it is the intention of the parties to establish the rights and liabilities of the respective parties during the continuation of the program.

The parties have discussed the matter and have reached consensus and are entering into this Agreement to memorialize the terms of their understanding.

**2. Facts**

The parties agree that the facts outlined in "Background" are true and correct and hereby incorporate same into the terms and conditions of this Agreement.

### **3. Classroom**

Conneaut agrees to provide an appropriate space to house the contemplated Program at Conneaut Valley Middle School, 22154 State Highway 18, Conneautville, Pa 16406 and to enter into a lease with CCCTC (the "Lease") outlining the terms and conditions of the occupancy of the space by CCCTC.

### **4. Renovation**

Conneaut agrees to renovate the space by completing the necessary construction and modifying the electrical and other utilities commensurate with the requirements for the conducting of the Program.

### **5. Start-up Costs**

Conneaut agrees to advance the costs of renovation, installation of the necessary utilities and the purchase of the required equipment. Approximately one third of the cost will be borne by Conneaut and two thirds of the costs are to be split by Crawford Central School District and PENNCREST School District. Each district will pay a proportionate amount based upon the ratio that the enrollment from that district bears to the total enrollment of the Center. The Crawford Central and PENNCREST shares are to be amortized, without interest over a period of three years. In order to facilitate the reimbursement of Conneaut for the start-up costs, during the amortization period, Conneaut will receive a credit toward its share of the Center's operation costs in an amount equal to the Crawford Central and PENNCREST shares of the start-up costs for each of the three years. The credit to Conneaut against its share of the Center's operation costs shall be equal to one third of the combined start-up costs owed which are to be reimbursed to Conneaut by Crawford Central and PENNCREST, so that, over the three years of the amortization period, Conneaut will receive full reimbursement from Crawford Central and PENNCREST of their respective shares of the start-up costs.

### **6. Duties and Responsibilities of CCCTC**

The Career Center shall be required to:

- a. Maintain school/industry articulation which includes a process of curriculum development, instructional strategies and administrative procedures, which link the Career Center with other education agencies or with industries. The linkage shall be designed to help students make a transition from the Career Center to another school entity, college or university or a business/industry without experiencing delays in or duplication of learning;
- b. Supervise vocational student organization activities;
- c. Conduct vocational advisory committee activities in accordance with 22 PA Code §339

Including: a Local Advisory Committee (§339.13) and an Occupational Advisory Committee (§339.14);

- d. Periodically review vocational education program needs in the attendance area and develop recommendations for continued growth and expansion of a coordinated vocational education system;
- e. Develop recommendations that assist students in meeting their career needs without regard to sex, race or disability;
- f. Ensure that a program of safety is incorporated into the curriculum in accordance with 22 PA Code § 339.23, Vocational Education Safety;
- g. Employ instructional staff members to provide educational services in the satellite area.

## **7. Duties and Responsibilities of Conneaut**

Conneaut shall be required to:

- a. Maintain budgetary control over supplies and equipment, insurance, utilities and routine upkeep.
- b. Maintain responsibility for assignment of students in the classes once they are selected by CCCTC
- c. Provide supporting services, such as student guidance, disciplinary control, custodial services, health services and library services.

## **8. Operating Expenses**

The cost of supporting the satellite program shall be included in the annual budget of the CCCTC and each district shall pay a proportionate amount of the annual budget of the CCCTC based upon the ratio that the enrollment from that district bears to the total enrollment of the Center. There shall be no separate apportionment based on enrollment in the satellite program.

## **9. Pupil Selection**

Selection of students to attend the satellite program shall be the responsibility of the CCCTC administration, in conformity with pupil admission policies and procedures established by the Professional Advisory Committee, and approved by the Joint Operating Committee. Such selection shall be free from discrimination against all qualified students with disabilities. The parties recognize their responsibility to provide academic and nonacademic services and programs equally to students with and without disabilities.

## **10. Pupil Transportation**

Transportation of pupils to the Welding Program site at the Conneaut Valley Middle School shall be the obligation of each school district.

**11. Agreement Adoption**

This Agreement shall be adopted by a majority vote of each of the respective school boards of the school districts at a regular or special meeting duly held for this purpose, and the action duly entered upon the minutes of the respective school districts.

**12. Program approval**

This Program must be submitted for approval to the Pennsylvania Secretary of Education prior to August 1, 2017 for review to determine compliance with 22 PA Code, Chapter 339..

**13. Term**

This Agreement and the companion Lease shall continue in full force and effect for so long as, in the judgement of the CCCTC administration, the number of secondary pupils desiring to attend the career and technical center and enroll in the welding program exceeds the pupil capacity of the CCCTC main campus in sufficient numbers to justify the continuation of a satellite welding program.

**14. Termination**

This agreement may be terminated by either party by giving written notice no later than one hundred twenty (120) days prior to the end of any school year. The termination shall be effective as of the date of commencement of the school year next following the school year during which notice is given.

**15. Notice**

Notice shall be effective if sent by regular mail to the respective parties at the addresses provided below:

If to CCCTC:

Crawford County Career and Technical Center  
860 Thurston Road  
Meadville, PA 16335  
Attn: Vocational Director

If to Conneaut:

Conneaut School District  
120 West School Road  
Linesville, PA 16424

Attn: Superintendent

**16. Amendments to Agreement**

This Agreement may be amended from time to time by the parties in the samemanner by which the agreement was adopted.

**17. Controlling Law**

This agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereinafter name, being duly authorized, have caused this agreement to be executed in their names by their presidents and duly attested by their secretaries.

Crawford County Career and Technical Center

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
David Schaeff, Chairman  
Joint Operating Committee

Conneaut School District

ATTEST:

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Jody Sperry, President  
Board of School Directors

ACKNOWLEDGEMENTS

Commonwealth of Pennsylvania :  
County of Crawford :

On this, the 19th day of July, 2017, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared David Schaefer who acknowledged himself to be the Chairman of Crawford County Career and Technical Center Joint Operating Committee, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the center by himself as President

In witness whereof, I hereunto set my hand and official seal.

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My Commission expires:

Commonwealth of Pennsylvania :  
County of Crawford :

On this, the 12<sup>th</sup> day of July, 2017, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Jody Sperry, , who acknowledged himself to be the President of Conneaut School District, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the district by herself as President.

In witness whereof, I hereunto set my hand and official seal.

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My Commission expires:

