

July 8, 2024

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL
JOINT COMMITTEE
SPECIAL MEETING

A Special Meeting of the Bethlehem Area Vocational-Technical School Joint Committee was held on the evening of the above date, beginning at 5:34 p.m. at the Bethlehem Area Vocational-Technical School, 3300 Chester Avenue, Bethlehem, PA, for the purpose of reviewing and acting on the BAVTS Articles of Agreement.

Members Present: Director Michael Faccinetto, Shannon Patrick, Michael Recchiuti, Karen Beck Pooley (alternate for Director Emily Schenkel), Silagh White (arrived at 5:40 p.m.), Vivian Demko, Cedric Dettmar, Ross Makary, Kristin Soldridge, - nine. Absent: Director, Emily Schenkel - one.

Others Present: Mr. Adam S. Lazarchak, Executive Director of BAVTS; Mr. Donald F. Spry II, Solicitor, Ms. Sarah Modrick and Mr. Rich Campbell of King Spry, Herman, Freund & Faul, Mrs. Susan Fahrenkopf, Secretary/ Treasurer; Mrs. Debra Miller, Business Administrator, and interested staff members.

No Executive Session was held.

BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL
3300 Chester Avenue
Bethlehem, PA 18020

July 8, 2024

To the Members of the Bethlehem Area Vocational-Technical School Joint Committee

The administration respectfully submits the following information and recommendations:

ARTICLES OF AGREEMENT OF BAVTS
INFORMATION:

The current Articles of Agreement will expire on June 30, 2025. Due to financial considerations relating to the proposed building expansion, it is necessary to amend the Articles of Agreement as we are unable to have a bond issued that goes beyond the life of the Articles.

The School's Solicitor has developed the attached Amended and Restated Articles of Agreement that will extend to June 30, 2055, and include a financing commitment for the proposed expansion of the school's facilities.

Additionally, amended Articles of Agreement have been prepared and submitted by the Saucon Valley School District. These amended Articles are also attached for your review.

On a motion by Director Makary, seconded by Director White and all present voting in favor, a brief recess was called at 5:48 p.m. at the request of Director Demko for the purpose of conferring with Director Dettmar prior to voting on the Articles of Agreement.

On a motion by Director White, seconded by Director Faccinnetto, and all present voting in favor, the meeting was readjourned at 5:53 p.m.

RECOMMENDATION:

Following discussion, on a motion by Director Patrick, seconded by Director Faccinnetto and the following roll call vote, the amended and restated Articles of Agreement proposed by the solicitor were approved as the option to be recommended to the three participating district's Board of Directors, so that the school may move forward with securing financing for the proposed building expansion.

MOTION BY: Director Patrick
SECOND BY: Director Faccinnetto
ROLL CALL Motion carried by the following roll call vote: Aye:
Directors Faccinnetto, Patrick, Recchiuti, Beck Pooley, White, Makary,
Soldridge - seven; Nay: Directors, Demko*, Dettmar,

*Director Demko commented that as she is here to represent the majority of the board of Saucon Valley, she will be voting "no".

There being no further business, on a motion by Director Faccinnetto, seconded by Director Recchiuti, and all present voting in favor, the meeting was adjourned at 5:55 p.m.

AMENDED AND RESTATED ARTICLES OF AGREEMENT
OF
BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL

AMENDED AND RESTATED ARTICLES OF AGREEMENT ("Agreement"), ~~m~~ Made and entered into this 30th day of June 1995, 201995, by and between the BETHLEHEM AREA SCHOOL DISTRICT, the SAUCON VALLEY SCHOOL DISTRICT, and the NORTHAMPTON AREA SCHOOL DISTRICT (collectively the "School Districts" or "Districts");

WITNESSETH:

WHEREAS, the Northampton County School Board, pursuant to the provisions of the Public School Code of 1949, as amended, divided Northampton County into two Vocational-Technical Attendance Areas, one being the Bethlehem Area Vocational-Technical School Attendance Area, known as Area No. 1, and the other being the Easton Area Vocational-Technical School Attendance Area, known as Area No. 2, and now known as the Career Institute of Technology; and

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WHEREAS, the School Districts, parties to the within Agreement, are all the School Districts in the Bethlehem Area Vocational-Technical School Attendance Area; and

WHEREAS, all the School Districts of the Bethlehem Area Vocational-Technical School Attendance Area entered into an Agreement dated June 21, 1965, for the establishment and operation of an Area Vocational-Technical School to be known as the BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL ~~Bethlehem Area Vocational-Technical School~~ (the "School"); and

WHEREAS, the School Districts, parties to the within Agreement, desired to amend said Agreement dated June 21, 1965, and also desire to reduce to writing their present understandings

~~and agreements concerning the operation of the Bethlehem Area Vocational-Technical School and the costs and expenses and other matters incident thereto entered into certain Articles of Agreement effective June 30, 1995 (the "1995 Articles") to memorialize their understanding and agreement concerning the operation of the School and the apportionment of the costs and expenses and other matters incidental thereto; and~~

~~WHEREAS, the 1995 Articles were amended in 2000 to extend the term of the 1995 Articles until June 30, 2025, and again in 2009 to amend the quorum and voting requirements contained in Paragraph 6(b) of the 1995 Articles; the 1995 Articles were amended in 2000 and 2009 to extend the term of the 1995 Articles until June 30, 2025, and to amend the quorum and voting requirements contained in Paragraph 6(b) of the 1995 Articles;~~

~~NOW, THEREFORE, it is hereby covenanted and agreed by and between the School Districts, parties hereto, each intending to be legally bound hereby, that the 1995 Articles for the establishment of the BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL dated June 30, 1995, as amended, shall now be amended and restated in its their entirety and shall read in its their entirety as follows:~~

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~~The School Districts, parties hereto, hereby amend said Agreement dated June 21, 1965, and by and under the authority and in accordance with the provisions of the Public School Code of 1949, as amended, do hereby covenant and agree that the Bethlehem Area Vocational-Technical School Attendance Area shall be known as the BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL, hereinafter sometimes referred to as the SCHOOL, and shall be maintained by said School Districts and shall be operated, administered and managed in the following manner and upon the following terms, to wit:~~

1. DEFINITIONS

- a. “School District”: A School District which is a party to this Agreement.
- b. “Member”: A member of a Board of School Directors of a School District.
- c. “Area Vocational-Technical Board”: All the members of the Boards of

School Directors of the School Districts, acting jointly.

- d. “Area Vocational-Technical School Committee” or “Joint Committee”: Members of the Boards of School Directors of the School Districts, appointed by the School Districts, as herein provided, to operate, administer and manage the School, and having all the rights, privileges and authority given by law to Area Vocational-Technical School Committees.

- e. “Administrative Committee”: The Superintendents of the School Districts or their designated representatives.

- f. “Superintendent”: A member of the Administrative Committee chosen by the Joint Committee to serve as the Superintendent of the Bethlehem Area Vocational-Technical School.

- g. “Director”: The Area Director of Vocational-Technical education.

2. FACILITIES

The School shall be conducted and operated, as herein set forth, in the Vocational-Technical School Complex, Bethlehem Campus located in Bethlehem Township, Northampton County, Pennsylvania, and the Northampton Campus, located in the Borough of Northampton, Northampton County, Pennsylvania. Satellite program offerings may be conducted and operated as a facility in other locations when deemed educationally and financially prudent.

Expenditures for renovations, improvements, and additions to the Bethlehem Area Vocational-Technical School or its property shall be made only upon both of the following two (2) conditions:

(1) – Affirmative vote of a majority of all the members of the Boards of School Districts of all the Schools Districts;

AND

(2) – Affirmative vote of a majority of all the members of the Boards of School Districts in each of two of the School Districts, having a combined market value of taxable real property, as certified by the State Equalization Board for the last fiscal year available, of more than fifty per centum of the total market value of all of the School Districts. All additions shall be understood to be capital expenses, all renovations shall be understood to be operating expenses, and improvements shall be either depending on the amount of expenditure, to wit, expenses in excess of \$10,000 shall be deemed additions and expenses of less than \$10,000 shall be deemed renovations.

3. APPROVAL AND TERM OF AGREEMENT

This Amended and Restated Amended Agreement shall become effective upon the affirmative vote of a majority of all the members of each Board of School Directors of each of said School Districts at a regular or special meeting of each -Board, duly held for this purpose, and the action thereof duly entered upon the Minutes of each Board of School Directors, showing how each member voted: -provided, however, that notice thereof shall have been given in writing to each member at least 60 days prior to the date upon which initial action on the ~~amended agreement~~ Amended and Restated Agreement is taken and shall continue in force and effect until

The coordination of the School program and the development of the total curriculum shall be the responsibility of the Director.

5. DUTIES OF THE AREA VOCATIONAL-TECHNICAL BOARD

The members of said School Districts may meet in joint session as the Area Vocational-Technical Board for the purpose of adopting the annual School budget and for any other lawful purpose. The Chairman, Vice-Chairman and Secretary of the Joint Committee shall be the Chairman, Vice-Chairman and Secretary of the Area Vocational-Technical Board. All actions of the Area Vocational-Technical Board shall be by the affirmative vote of a majority of all of the members of all of the School Districts, either in convention, by mail ballot, or at a regular meeting of each board, whichever procedure the Board shall select; provided, however, that the approval of each budget shall require the affirmative vote of a majority of all of the members of all of the School Districts, and the affirmative vote of a majority of all of the members in each of two of the School Districts, having a combined market value of taxable real property, as certified by the State Tax Equalization Board for the last fiscal year available, of more than fifty per centum of the total market value of all of the School Districts. The vote of each School District shall be determined by a majority vote of all of the School Directors comprising such School District. All votes shall be duly recorded and shall show how each member voted.

6. AREA VOCATIONAL-TECHNICAL SCHOOL COMMITTEE

a. The Area Vocational-Technical School Committee (Joint Committee) shall consist of nine members, of whom five shall be Directors from the Bethlehem Area School District, two shall be Directors from the Saucon Valley School District, and two shall be Directors from the Northampton Area School District.

The Superintendent of the School shall be the chief school administrator for the Joint Committee and shall exercise the same supervisory and administrative authority and carry the same responsibilities in relation to the Bethlehem Area Vocational-Technical School as a district superintendent has to his local district.

9. DUTIES OF THE AREA DIRECTOR OF VOCATIONAL-TECHNICAL SCHOOL

The Area Director of Vocational-Technical Education or Director shall be responsible directly to the Superintendent of the Bethlehem Area Vocational-Technical School. Within legal parameters, the Director assumes the role of the chief school administrator for the School.

The Director is responsible to administer, supervise and coordinate the instructional policies, procedures, and program of an effective vocational-technical school. He reports to the Superintendent of Record and Joint Committee.

10. VOCATIONAL-TECHNICAL SCHOOL FINANCES

a. The budgeting and fiscal recording and reporting requirements and procedures shall be in accordance with the Manual of Accounting and Related Financial Procedures for Pennsylvania Schools (Revised) as promulgated by the Department of Education, from time to time.

b. Operating expenses and capital expenses, not of revenues from other sources, shall be apportioned to the three member districts as follows:

Operating expenses of the General Budget will be based on a three-year history of averaged Full Time Equivalency (FTE) costs for all expenditures with the exception of an average three year market value determination for the 750 and 4000 function series of the budget.

(8) The above procedure will be repeated each successive year.

11. CAPITAL PROPERTY

a. All costs of capital outlay, as included under Capital Outlay in the Manual of Accounting and Related Financial Procedures in Pennsylvania School Systems, for new buildings and additions and extensions, renovations and improvements, the purchase of real estate and buildings, and equipping new buildings, in excess of \$10,000, shall be divided among the School Districts on the basis of the current market value of real property of each of the School Districts as determined by the State Tax Equalization Board in the proportion that the same bears to the total current market value of real property of all School Districts. Lease rentals will be considered as a general operating expense utilizing the FTE formula.

Current market value shall be the market value as certified by the State Tax Equalization Board for the last fiscal year available at the time of the adoption of the budgets under which the shares are to be computed.

b. Capital outlay costs incurred on account of new construction shall be shared by the School Districts in the same ratio as the market valuation of each School District bears to the total market valuation of all the School Districts. Title to new buildings and/or equipment shall be held jointly by the School Districts under conditions that may be provided in the School Laws or that may be mutually agreed upon. Current market valuation shall be the market value as certified by the State Tax Equalization Board for the last fiscal year available at the time of the adoption of the budgets under which the shares are to be computed.

c. Upon the termination of this Agreement, School Districts losing the use of facilities and equipment purchased for the School by the Joint Committee shall be reimbursed for the current value of the facilities and equipment, less depreciation, in the same ratio as the current

a. Daytime Enrollment – Any ~~adult~~ or out-of-school youth may request admission to any traditional daytime training program as long as vacant slots exist. Student placement will be based on appropriateness of curriculum to meet the training and employment needs of the individual. The hourly tuition rate will be established by the Joint Committee and will remain consistent regardless of residency. Tuition cost will be paid by the student directly, by the sponsoring social service agency, or by the employer.

b. General Evening/Continuing Education Enrollment – Any adult or out-of-school youth may enroll in a variety of vocational and technical courses and certificate programs offered through the Continuing Education (CE) Program. Course fees will be approved by the Joint Committee. There will be no additional charges for residents residing outside the sending school districts.

c. Local Social Service Agency Contracted Training – Local social service agencies may contract with the CE Department to develop and provide short and long term vocational-technical training programs for clients who are unemployed and/or dislocated from their jobs.

d. Specific Contracted Business/Industry Training – Local companies may contract with the CE Department to provide specific requested vocational-technical training and other educational/curricular services to support employees and employers in the Greater Lehigh Valley Area. Training will follow a traditional or flex-schedule format. Training will be scheduled at ~~one of~~ the facility campuses or at the business/industry site.

e. Contracted rates agreed upon by the training provider and training contractor will be determined by program administration, curriculum preparation, and instructional hours; facility rental; lab and equipment maintenance; and required supplies and texts. There will

political boundary of one of the districts, that district would have preference, shall be made only upon both of the following two (2) conditions:

(1) – Affirmative vote of a majority of all the members of the Boards of School Districts of all the School Districts; AND

(2) – Affirmative vote of a majority of all the members of the Boards of School Districts in each of two of the School Districts, having combined market value of taxable real property, as certified by the State Equalization Board for the last fiscal year available, of more than fifty per centum of the total market value of all of the School Districts.

22. FINANCING COMMITMENT

In accordance with this Section, and consistent with the other provisions of this Agreement, the Districts hereby acknowledge and agree to: (1) a new money financing in 2024 or 2025 for the expansion of School buildings and facilities and improvements to School property; (2) any additional capital projects deemed necessary or convenient thereto; and (3) paying the costs and expenses of issuance of the financing (collectively the “2024-2025 Project”). The Districts agree that the financing for the 2024-2025 Project will be an amount not to exceed fifty-two million dollars (\$52,000,000.00). The Districts agree to take all steps required to complete the 2024-2025 Project in a timely manner, including, but not limited to, enacting separate Financing Resolutions to authorize the issuance of debt to finance the 2024-2025 Project and completing any filings or approvals required.

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The Districts further agree that, with respect to the new money financing for the 2024-2025 Project and/or in the financing of any subsequent capital expenditures, the Districts shall remain obligated until the financing is paid in full (the “Obligation”). This Obligation shall apply regardless of whether these Amended and Restated Articles of Agreement are terminated or

otherwise amended, discontinued or dissolved. Unless the Districts agree to a different formula in the underlying financing documents, the 2024-2025 Project shall be subject to the formula for capital property established in these Amended and Restated Articles of Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

BETHLEHEM AREA SCHOOL DISTRICT

ATTEST:

Secretary

By: _____
President

SAUCON VALLEY SCHOOL DISTRICT

ATTEST:

Secretary

By: _____
President

NORTHAMPTON AREA SCHOOL DISTRICT

ATTEST:

Secretary

By: _____
President

**ARTICLES OF AGREEMENT
OF
BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL**

ARTICLES OF AGREEMENT, made and entered into this 30th day of June, 1995~~1995~~2024, by and between the BETHLEHEM AREA SCHOOL DISTRICT, the SAUCON VALLEY SCHOOL DISTRICT, and the NORTHAMPTON AREA SCHOOL DISTRICT.

WITNESSETH:

WHEREAS, the Northampton County School Board, pursuant to the provisions of the Public School Code of 1949, as amended, divided Northampton County into two vocational-technical attendance areas, one being the Bethlehem Area Vocational-Technical School Attendance Area, known as Area No. 1, and the other being the Easton Area Vocational-Technical School Attendance Area, known as Area No. 2, and now known as the Career Institute of Technology; and

WHEREAS, the School Districts, parties to the within Agreement, are all the school districts in the Bethlehem Area Vocational-Technical School Attendance Area; and

WHEREAS, all the school districts of the Bethlehem Area Vocational-Technical School Attendance Area entered into an Agreement dated June 21, 1965, for the establishment and operation of an Area Vocational-Technical School to be known as the Bethlehem Area Vocational-Technical School; and

WHEREAS, the School Districts, parties to the within Agreement, desire to amend said Agreement dated June 21, 1965, and also desire to reduce to writing their present understandings and agreements concerning the operation of the Bethlehem Area Vocational-Technical School and the costs and expenses and other matters incident thereto;

NOW, THEREFORE, the School Districts, parties hereto, hereby amend said Agreement dated June 21, 1965, and by and under the authority and in accordance with the provisions of the

Public School Code of 1949, as amended, do hereby covenant and agree that the Bethlehem Area Vocational-Technical School Attendance Area shall be known as the BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL, hereinafter sometimes referred to as the "SCHOOL," and shall be maintained by said School Districts and shall be operated, administered and managed in the following manner and upon the following terms, to wit:

1. DEFINITIONS

a. "School District" - A School District which is a party to this Agreement.

b. "Member" - A member of a Board of School Directors of a School

District.

c. "Area Vocational-Technical Board" - All the members of the Boards of School Directors of the School Districts, acting jointly.

d. "Area Vocational-Technical School Committee" or "Joint Committee" - Members of the Boards of School Directors of the School Districts, appointed by the School Districts, as herein provided, to operate, administer and manage the School, and having all the rights, privileges and authority given by law to Area Vocational-Technical School Committees.

e. "Administrative Committee" - The Superintendents of the School Districts or their designated representatives.

f. "Superintendent" - A member of the "Administrative Committee" chosen by the Joint Committee to serve as the Superintendent of the Bethlehem Area Vocational- Technical School.

g. "Director" - The Area Director of Vocational-Technical education.

2. FACILITIES

The School shall be conducted and operated, as herein set forth, in the Vocational-Technical School Complex, Bethlehem Campus located in Bethlehem Township, Northampton County, Pennsylvania and the Northampton campus, located in the Borough of Northampton, Northampton County, Pennsylvania. Satellite program offerings may be conducted and operated as a facility in other locations when deemed educationally and financially prudent.

Expenditures for renovations, improvements, and additions to the Bethlehem Area Vocational-Technical School or its property shall be made only upon the affirmative vote of a majority of the members of each school board of each participating school district. ~~both of the~~ following two (2) conditions:

(1) ~~Affirmative vote of a majority of all the members of the Boards of School Districts of all the Schools Districts;~~

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—————AND

(2) ~~Affirmative vote of a majority of all the members of the Boards of School Districts in each of two of the School Districts, having a combined market value of taxable real property, as certified by the State Equalization Board for the last fiscal year available, of more than fifty per centum of the total market value of all of the School Districts. All additions shall be understood to be capital expenses, all renovations shall be understood to be operating expenses, and improvements shall be either depending on the amount of expenditure to with expenses in excess of \$10,000 shall be deemed additions and expenses of less than \$10,000 shall be deemed renovations.~~

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3. APPROVAL AND TERM OF AGREEMENT

This Amended Agreement shall become effective upon the affirmative vote of a majority of all the members of each Board of School Directors of each of said School Districts at a regular or special meeting of each Board, duly held for this purpose, and the action thereof duly entered

upon the Minutes of each Board of school Directors, showing how each member voted provided, however, that notice thereof shall have been given in writing to each member at least 60 days prior to the date upon which initial action on the amended agreement is taken and shall continue in force and effect until June 30, 2015, unless terminated at an earlier date, as herein provided or as otherwise provided by operation of law.

4. ORGANIZATION

The School Districts herein agree that the School shall be operated, administered and managed by a Joint Committee within the limits of the budget prepared and reviewed by the Joint Committee and adopted by the Area Vocational-Technical Board, as herein provided.

The School shall operate as a vocational-technical service center for the high schools of the School Districts. The primary focus of the School will be to provide an application based program in specific or cluster area studies taught by appropriately certificated vocational-technical educators. The programs of study will complement the academic training presented by the respective high schools or appropriately certified academic instructors approved through Bethlehem AVTS budget process. Students shall attend the School based on student needs. This may include, but not be limited to, half-day about, week about, semester about, block scheduling, minimum of 80 minutes per day, types of scheduling formats.

The students enrolled in the School shall be under the authority and supervision of their respective high school principals while in their sending high schools, and shall be under the authority and supervision of the Director during the time spent at the Vocational-Technical School. Assignment to the School will be a collaborative effort of the high school principal and the director. Placement in regular vocational- technical education programs will be based on whether gainful employment and/or pursuit of post-secondary training in a reasonable time-frame is attained. If

mutual agreement in matters of placement is unresolved, the Administrative Committee will be the decision maker.

The coordination of the School program and the development of the total curriculum shall be the responsibility of the Director.

5. DUTIES OF THE AREA VOCATIONAL-TECHNICAL BOARD

The members of said School Districts may meet in joint session as the Area Vocational-Technical Board for the purpose of adopting the annual School budget and for any other lawful purpose. The Chairman, Vice-Chairman and Secretary of the Joint committee shall be the Chairman, Vice-Chairman and Secretary of the Area Vocational-Technical Board. All actions of the Area vocational-Technical Board shall be by the affirmative vote of a majority of all of the members of all of the School Districts, either in convention, by mail ballot, or at a regular meeting of each board, whichever procedure the Board shall select; provided, however, that the approval of each budget shall require the affirmative vote of a majority of the members of each school board of each participating school district ~~the affirmative vote of a majority of all of the members of all of the School Districts, and the affirmative vote of a majority of all of the members in each of two of the School Districts, having a combined market value of taxable real property, as certified by the State Tax Equalization Board for the last fiscal year available, of more than fifty percentum of the total market value of all of the School Districts. The vote of each School District shall be determined by a majority vote of all of the School Directors comprising such School District.~~ All votes shall be duly recorded and shall show how each member voted.

6. AREA VOCATIONAL-TECHNICAL SCHOOL COMMITTEE

a. The Area Vocational-Technical School Committee (Joint Committee) shall consist of nine members, of whom five shall be Directors from the Bethlehem Area School District,

two shall be Directors from the Saucon Valley School District, and two shall be Directors from the Northampton Area school District.

b. A quorum shall consist of six members of the Joint Committee; and the affirmative vote of six members of the Joint Committee shall be required to take any official action. To take action on any of the subjects set forth in Article V, Section 508, of the Public School Code of 1949, the vote must be duly recorded, showing how each member voted.

c. Each School District shall elect to the Joint Committee, at its annual organization meeting in December, the number of members to which it is entitled, who, with the other members chosen in like manner, shall constitute the Joint Committee, which shall operate, administer and manage the School in the same manner as provided by the within Agreement and the Public School Code of 1949, as amended.

d. The members of the Joint Committee shall take office on the day of the annual organization meeting of the School following their election by their School District, and shall serve for a three-year term commencing the date of their election in the month of December; provided, however, that the terms of office of one-third of the members shall expire each year.

e. Vacancies in the Joint Committee shall be filled for the unexpired term by the School District represented by the vacated membership.

f. Any members of the Board of School Directors from each School District may serve as an alternate in the event elected members from that district are unable to attend a meeting of the Joint Committee.

In the absence of an appointed member, the alternate shall have all the powers and duties of the appointed member. An alternate may attend meetings of the Joint Committee but shall not vote unless an appointed member of his Board of School Directors is not present.

7. DUTIES OF AREA VOCATIONAL-TECHNICAL SCHOOL COMMITTEE

a. The Area Vocational-Technical School Committee (Joint Committee) shall determine the need for a particular program, laboratory-occupation, equipment, curriculum, labor-management coordination, business-industrial requirements, pupil admission policy, the selection of personnel, or any change in personnel from time to time as may be required. Personnel shall be nominated by the Director.

b. The Joint Committee shall have the sole and exclusive obligation and duty to review and submit the annual operating budget to the Area Vocational-Technical Board for adoption.

c. The Joint Committee shall meet on such dates and at such hours and places as it shall determine at its annual organization meeting. The Secretary shall give each member of the Joint Committee written notice of each meeting.

d. The Joint Committee shall organize annually during the month of December and shall choose from its members a Chairman and Vice-Chairman, each to serve for one year; and shall, annually, during the month of May, elect a Treasurer to serve for one year, beginning the first Monday in July following such election, to whom shall be paid by said School Districts the amount agreed upon, to be contributed by each District for the support of the School; and shall, during the month of May, once every four years, elect a Secretary, who shall not be a member of the Area Vocational-Technical Board, to serve for a term of four years, beginning the first Monday of July following such election.

e. Should any of the offices of Chairman, Vice-Chairman, Secretary and/or Treasurer become vacant other than at the end of their terms, they shall be filled as provided in the School Code.

f. There shall be delegated to the Joint committee, and the Joint committee shall have, all the powers and duties and be subject to all the liabilities with reference to the supervision, maintenance, regulation and operation, except as herein otherwise provided, of the Schools are now conferred or imposed by law upon school boards generally; except, however, such powers and duties as are herein reserved for, or by law made the responsibility and obligation of, the Area Vocational-Technical Board and which by law may not be delegated to the Joint Committee.

g. The Joint Committee, except as herein otherwise provided, shall have complete authority to adopt and enforce such reasonable rules and regulations as it may deem necessary and proper regarding the management of the School, the conduct, duties and responsibility of all administrators, supervisors, teachers, custodians, and other employees during the time in which they are engaged in their duties, as well as the conduct of all pupils attending the School; provided, however, that all matters which involve the direct expenditures of funds of the School shall be within the limits of the total School budget adopted by the Area Vocational-Technical Board.

8. DUTIES OF THE SUPERINTENDENT OF THE BETHLEHEM AREA VOCATIONAL-TECHNICAL SCHOOL

The superintendent of the School shall be the chief school administrator for the Joint Committee and shall exercise the same supervisory and administrative authority and carry the same responsibilities in relation to the Bethlehem Area Vocational-Technical school, as a district superintendent has to his local district.

9. DUTIES OF THE AREA DIRECTOR OF VOCATIONAL-TECHNICAL SCHOOL

The Area Director of Vocational-Technical Education or Director shall be responsible directly to the Superintendent of the Bethlehem Area Vocational-Technical School. Within legal parameters, the Director assumes the role of the chief school administrator for the School.

The Director is responsible to administer, supervise and coordinate the instructional policies, procedures, and program of an effective vocational-technical school. He reports to the superintendent of Record and Joint Committee.

10. VOCATIONAL-TECHNICAL SCHOOL FINANCES

a. The budgeting and fiscal recording and reporting requirements and procedures shall be in accordance with the Manual of Accounting and Related Financial Procedures for Pennsylvania Schools (Revised) as promulgated by the Department of Education, from time to time.

b. Operating expenses and capital expenses, not of revenues from other sources, shall be apportioned to the three member districts as follows:

Operating expenses of the General Budget will be based on a three year history of averaged Full Time Equivalency (FTE) costs for all expenditures with the exception of an average three year market value determination or the 750 and 4000 function series of the budget. Those capital expenditures of the 750, New Equipment, and 4000, Site Improvement series will be estimated for the proposed budget.

Method of calculation will be as follows:

- (1) Calculate the average of the last audited three years of FTE during the Bethlehem AVTS budget year in progress.

- (2) That calculated average for all three districts will become the percentage factor for determining the district's FTE costs for the budget year subsequent to the year in progress for all operational and capital expenses.
- (3) Calculate the three year average market value as certified by the State Tax Equalization Board for the three participating districts. That result is to be applied to the 750, New Equipment, and 4000, Site Improvement, series to determine the anticipated capital expenditure cost to each district for the proposed budget.
- (4) With the exception of the proposed dollar amount of the 750 and 4000 series, calculate the cost to each district based on the three year FTE percentage.
- (5) Determine proposed costs to district by adding the resultant averaged FTE costs and averaged market value costs for the 750 and 4000 series to determine actual budget costs.
- (6) If any funds are unexpended during that fiscal year, such funds will be returned to the districts on the same basis after the audit of that year in both FTE and market value. based on FTE
- (7) Fluctuations in district participation will not modify the costs to the districts during any fiscal year. Reconciliation of final participant's costs would be accomplished in the fiscal year following final audit.

(898) The above procedure will be repeated each successive year.

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11. CAPITAL PROPERTY

a. All costs of capital outlay, as included under Capital outlay in the Manual of Accounting and Related Financial Procedures in Pennsylvania School systems, for new buildings and additions and extensions, renovations and improvements, the purchase of real estate and buildings, and equipping new buildings, in excess or \$10,000, shall be divided among the School Districts on the basis of the District's percentage of FTE enrollment as calculated in Section 10 above. ~~current market value of real property of each of the School Districts as determined by the state Tax Equalization Board in the proportion that the same bears to the total current market value of real property of all School Districts. Lease rentals will be considered as a general operating expense utilizing the FTE formula.~~

~~Current market value shall be the market value, as certified by the State Tax Equalization Board for the last fiscal year, available at the time of the adoption of the budgets under which the shares are to be computed.~~

b. ~~Capital outlay costs incurred on account of new construction shall be shared by the School Districts in the same ratio as the market valuation of each School District bears to the total market valuation of all the School Districts. Title to new buildings and/or equipment shall be held jointly by the School Districts under conditions that may be provided in the School Laws or that may be mutually agreed upon current market valuation shall be the market value as certified by the state Tax Equalization Board for the last fiscal year available at the time of the adoption of the budgets under which the shares are to be computed.~~

c. Upon the termination of this Agreement, School Districts losing the use of facilities and equipment purchased for the School by the Joint Committee shall be reimbursed for the current value of the facilities and equipment, less depreciation, in the same ratio as the current

market value of each School District bears to the total market value of all the School Districts. Current market value shall be the market value as certified by the State Tax Equalization Board of the last fiscal year available at the time of the adoption of the budgets under which the shares are to be computed.

d. Any unforeseen circumstances that may arise relative to appropriate handling of capital expenditures shall be decided in an equitable manner recommended by the Joint Committee and approved by the affirmative vote of a majority of the members of each school board of each participating school district, the affirmative vote of a majority of all of the Directors of all of the School Districts, and the affirmative vote of a majority of all of the Directors in each of two of the School Districts, having a combined market value of taxable real property, as certified by the State Tax Equalization Board for the last fiscal year available, of more than fifty percentum of the total market value of all of the School Districts.

d.

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12. TRANSPORTATION

Transportation costs shall be excluded from current operating expenses referred to in Section 10.

13. ACCOUNTING AND AUDIT

The accounts of the School shall be kept and maintained as determined by the Joint committee and shall be subject to audit as required by the Public School Code of 1949, as amended. A copy of the annual audit shall be forwarded to the Secretary of each participating School District.

14. GENERAL ADMINISTRATION AND SUPERVISION

a. The School Superintendents of the School Districts or their designated representatives and the Vocational Director shall serve as an Administrative Committee to develop basic policy for the administration of the School and shall prepare recommendations for consideration by the Joint Committee.

b. The administrative officer of the School shall be a Superintendent of Schools of one of the participating School Districts, who shall be elected in May of each year by the Joint Committee as the Superintendent of the School for the school year beginning the following July 1.

c. A Local Advisory Committee shall be appointed by the Joint Committee in accordance with Section 1842 of the School Laws of Pennsylvania 1961, and as amended from time to time.

15. STUDENT SELECTION

Each School District shall have the privilege and responsibility of recommending the students to attend the School in conformity with the students admission policies and procedures adopted by the Joint Committee.

16. ADDITIONAL DISTRICTS

Additional school districts, upon their request in writing to the Joint Committee, may become a part of the School if the following two (2) conditions are approved:

(1) Affirmative vote of a majority of all the members of the Boards of School Districts of all the Schools Districts;

AND

(2) Affirmative vote of a majority of all the members of the Boards of School Districts in each of two of the School Districts, having a combined market value of taxable real property, as certified by the State Equalization Board for the last fiscal year available, of more than fifty percentum of the total market value of all of the School Districts.

17. STUDENTS FROM NON-PARTICIPATING DISTRICTS

a. Upon obtaining the consent of the Joint Committee and with the consent of the school district in which a student resides, any student residing in a school district not a party to this Agreement may attend the Bethlehem Area Vocational-Technical School.

b. Any student accepted from a school district not a party to this Agreement shall be permitted to enroll in the School, provided the student meets the admission standards of the School as adopted by the Joint Committee.

c. The school districts in which the students or their parents/legal guardians reside shall be charged for each student, except that a parent may pay with the appropriate security when a district will not pay, based on current tuition rate.

**18. COOPERATION BETWEEN NORTHAMPTON COUNTY
EDUCATIONAL INSTITUTIONS**

a. The administrative officers of the Bethlehem Area Vocational-Technical School and the administrative officers of the Career Institute of Technology, may call a meeting of the Joint Committees of each School when deemed advisable to plan cooperatively for Vocational-Technical School activities for the two attendance areas.

b. Students from all school districts of Northampton County shall have the opportunity of attending an Area Vocational-Technical School other than in their attendance area if a course of their choice is not offered in the Vocational-Technical School in their attendance area.

c. The school districts in which the students or their parents/legal guardians reside shall be charged for each student attending the School based on current tuition rates.

19. ADULT/OUT-OF-SCHOOL YOUTH STUDENTS

a. Daytime Enrollment - Any adult or out-of-school youth may request admission to any traditional daytime training program as long as vacant slots exist. Student placement will be based on appropriateness of curriculum to meet the training and employment needs of the individual. The hourly tuition rate will be established by the Joint Committee and will remain consistent regardless of residency. Tuition cost will be paid by the student directly, by the sponsoring social service agency, or by the employer.

b. General Evening/Continuing Education Enrollment - Any adult or out-of-school youth may enroll in a variety of vocational and technical courses and certificate programs offered through the Continuing Education (CE) Program. Course fees will be approved by the Joint Committee. There will be no additional charges for residents residing outside the sending school districts.

c. Local Social Service Agency Contracted Training - Local social service agencies may contract with the CE Department to develop and provide short and long term

vocational-technical training programs for clients who are unemployed and/or dislocated from their jobs.

d. Specific Contracted Business/Industry Training - Local companies may contract with the CE Department to provide specific requested vocational-technical training and other educational/curricular services to support employees and employers in the Greater Lehigh Valley Area. Training will follow a traditional or flex-schedule format. Training will be scheduled at one of the facility campuses or at the business/industry site.

e. Contracted rates agreed upon by the training provider and training contractor will be determined by program administration, curriculum preparation, and instructional hours; facility rental; lab and equipment maintenance; and required supplies and texts. There will be no cost to the sending School Districts for any training program operated through the Continuing Education Department.

20. AMENDMENT AND DISCONTINUANCE

This Agreement may be amended or discontinued upon the affirmative vote of a majority of all the members of each Board of School Directors of each participating school district at a regular or special meeting of each Board, duly held for this purpose and the action thereof duly entered upon the Minutes of each Board of Directors, showing how each Director voted; provided, however, that notice thereof shall have been given in writing to each member at least 60 days prior to the date upon which initial action on the amendment or discontinuance is taken.

21. DISSOLUTION

Upon dissolution of the Bethlehem Area Vocational-Technical School the various assets (both real property and personal property) shall be apportioned to the Member School Districts and proportioned to the market value of real property of each of the School Districts as determined

by the State Tax Equalization Board in proportion that the value bears to the total current market value of real property of all School Districts.

In the event that there is a dispute as to the value of personal property, an appraisal shall be secured from a qualified appraiser approved by a majority vote of the Joint Committee.

Each Member School District which selects real property or personal property as its share (or a portion thereof) on dissolution shall pay to the Bethlehem Area Vocational-Technical School for distribution to the other Member School Districts any sum in excess of its distributive share as reflective of the value of the property secured.

In the event that more than one (1) Member District claims the same property, the decision as to which District secures the property; except as to any property located within the political boundary of one of the districts, that district would have preference, shall be made only upon both of the following two (2) conditions:

(1) Affirmative vote of a majority of all the members of the Boards of School Districts of all the School Districts;

AND

(2) Affirmative vote of a majority of all the members of the Boards of School Districts in each of two of the School Districts, having combined market value of taxable real property, as certified by the state Equalization Board for the last fiscal year available, of more than fifty per centum of the total market value of all of the School Districts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

BETHLEHEM AREA SCHOOL DISTRICT

_____ By: _____

Secretary

President

ATTEST:

SAUCON VALLEY SCHOOL DISTRICT

Secretary

By: _____
President

ATTEST:

NORTHAMPTON AREA SCHOOL DISTRICT

Secretary

By: _____
President