

## FIFTH AMENDED AND RESTATED ARTICLES OF AGREEMENT

MADE and entered into this 28th day of June, **2018** but effective in accordance with its terms, by and between Chambersburg Area School District, Fannett-Metal School District, Greencastle-Antrim School District, Shippensburg Area School District, Tuscarora School District, and Waynesboro Area School District (hereinafter referred to collectively as the "Participating School Districts"),

WHEREAS, the Participating School Districts entered into certain Articles of Agreement, dated March 21, 1967, revised as of November 25, 2008, March 25, 2010, March 22, 2012, and March 27, 2014 which Articles of Agreement provide for operation of the Franklin County Area Vocational-Technical School, now known as the Franklin County Career and Technology Center (hereinafter referred to as the "FCCTC") and,

WHEREAS, it is desired to continue said Agreement in most respects but to revise and amend further said Agreement to effect other changes deemed to be in the best interests of the operation of the FCCTC, and,

NOW, THEREFORE, IT IS AGREED by and between the Participating School Districts as follows:

1. Definitions. For the purposes of this Agreement, the following definitions are agreed upon:

"Participating School District" shall mean a school district which is a party to this agreement.

"Technical School Board" shall mean the Franklin County Area Vocational-Technical School Board which is composed of the several participating boards of school directors of the Participating School Districts.

"Joint Operating Committee" shall mean the FCCTC Joint Operating Committee composed of school board representatives from the Participating School Districts, designated to administer, supervise and operate the School.

2. Technical School Board. The Technical School Board shall have the authority and its duty shall be to adopt the annual budgets and to have other responsibilities which the board may not lawfully delegate or does not wish to delegate, as particularly set forth in Section 1850.1 of the Act of General Assembly approved February 1, 1966, designated Act No. 579, as amended from time to time.

3. Joint Operating Committee. The operation, administration and supervision of the FCCTC shall be directed by the Joint Operating Committee composed of representatives of the Participating School Districts as hereinafter set forth. The committee is delegated all powers of operation, administration and management of the School which are given by law, except for those expressly reserved to the Technical School Board herein or otherwise required by law to be acted upon by the Technical School Board. All operations of the FCCTC shall be within the limits of the annual budget.

4. Committee Membership. The Joint Operating Committee shall consist of eleven (11) representatives distributed as follows:

Chambersburg Area .....	3 representatives
Fannett-Metal .....	1 representative
Greencastle-Antrim .....	2 representative
Shippensburg Area .....	2 representative
Tuscarora .....	1 representative
Waynesboro Area .....	2 representative

5. Readjustment of Representation. Assignment of Joint Operating Committee members among the respective Participating School Districts shall be reviewed and determined every five years by the Technical School Board, or when any change in the number of Participating School Districts shall occur. Any changes in the number of committee members on the Joint Operating Committee as above set forth shall be approved by a majority of the Participating School Districts, provided, however, that each Participating School District always shall have at least one representative on the Joint Operating Committee.

6. Joint Operating Committee Membership. At the regular December meeting each year, each Participating School District shall elect one or more of its members, as the case may be, to serve on the Joint Operating Committee. The committee members, so elected, shall serve for a three-year term commencing the day of their election in the month of December. In the case of any vacancy, the unexpired term of a Joint Operating Committee member shall be filled by the same Participating District which elected the member whose seat has become vacant. Beginning with December of 2018 Fannett-Metal shall elect one representative to serve on the Joint Operating Committee, as outlined within the Articles of Agreement.

7. Officers, Depository and Solicitor. At the December meeting each year of the Joint Operating Committee, a chairman and vice chairman shall be elected to serve for a period of one year, to take office the first Monday of the following January. The two officers shall not represent the same Participating School District, shall not be eligible to serve in the same office more than two successive years, and shall not come from the same Participating School District for more than two successive terms. Each fourth year, at the May meeting of the Joint Operating Committee, a secretary, who may or may not be a member of the Committee, shall be elected to take office the first Monday of July following such election, to serve for a term of four years. At the May meeting each year of the Committee, a treasurer shall be elected to take office the first Monday of July following such election for a term of one year. A depository and a Solicitor shall also be selected to serve for a one-year term at the May meeting of the Committee each year. The officers, depository and Solicitor of the Joint Operating Committee, chosen as above set forth, shall also be the officers, depository and Solicitor of the Technical School Board.

8. Committee Meetings. The Joint Operating Committee shall meet monthly at such time and place as may be agreed upon by its members and may hold special meetings at the call of the chairman or upon request of two of its members at the call of the secretary, in either case, upon three days written notice to the members. A quorum shall consist of a majority of the members of the Committee. A majority vote of the members present shall be the act of the Committee except

as otherwise provided in the Public School Code of 1949. Any members of the Committee who shall be absent without valid excuse for two consecutive monthly meetings may be replaced by the Participating School District which he represents. The agenda, minutes and proceedings of all meetings of the Committee shall be mailed to all of the Joint Operating Committee members and shall be made available to all members of the Technical School Board.

9. Chief Administrative Officer. The School shall be administered by a Chief Administrative Officer designated by the Joint Operating Committee from the eligible persons in accordance with section 1850.1 (b)(5) of the Public School Code. This officer, designated as the Superintendent-of-Record, shall meet with the Joint Operating Committee and the Professional Advisory Council. His/her duties shall be determined by and conform to the school laws and the regulations and policies of the Pennsylvania Department of Education and the Joint Operating Committee. He/she shall serve for a term of three (3) years.

10. Administrative Director - The Joint Operating Committee shall employ an Administrative Director. His/her duties shall be determined by and conform to the school laws and the regulations and policies of the Pennsylvania Department of Education and the Joint Operating Committee.

11. Professional Advisory Council. A Professional Advisory Council shall be composed of the Superintendents of each Participating School District, or his/her designated representative, and the Director of Vocational Education, who shall act as secretary.

12. Advisory Committee. The Joint Operating Committee shall appoint an Advisory Committee composed of representatives of local trades, industries, business, research and educational agencies, occupations and administrators of Participating School Districts. The Advisory Committee shall advise the Professional Advisory Council and the Joint Operating Committee on such matters as the need for a particular shop, laboratory, occupation, equipment, curriculum, labor-management coordination, business and industrial requirements, or the selection of personnel.

13. Craft Advisory Committees. Craft Advisory Committees may be established by the Joint Operating Committee to advise it on specific matters pertaining to a particular occupation or related group of occupations being taught.

14. Pupil Quotas. Each Participating School District shall annually enroll that number of pupil's equal to at least ten (10%) percent of that District's average daily membership in grades 10, 11, and 12 at the end of the preceding school year. In the event that a Participating School District wishes to enroll a number of pupils fewer than a number equaling ten (10%) percent of its average daily enrollment in the preceding school year, it may do so, provided it notifies in writing the other Participating School Districts not less than three (3) years prior to July 1 of the school year in which it intends to enroll the reduced number of pupils and provided, further, that its pro-rata share of the School's annual expenditures as determined in accordance with paragraph 20 of this Agreement for the three (3) years following said notice shall not be reduced.

15. Pupil Selection. Each Participating School District shall be responsible for the selection of pupils to attend the School, in conformity with pupil admission policies and

procedures established by the Professional Advisory Council and approved by the Joint Operating Committee. If for any reason the continuance of a pupil in the School is not desirable, he/she shall be returned to his/her resident school upon recommendation of the Chief Administrative Officer and with the approval of the Joint Operating Committee.

16. Tuition Pupils. Whenever the Joint Operating Committee finds that additional pupils may be enrolled and all of the pupils from the Participating School Districts have been accommodated, tuition pupils may be enrolled, under the provisions of the Public School Code of 1949, as amended. Pupils so enrolled may remain enrolled until completion of their respective courses, subject to the provisions of Section 15.

17. Rental. The rental of buildings or equipment, the purchase of equipment, the purchase and improvement of land and expenditures related to the construction, remodeling or alteration of a building shall be distributed among the Participating School Districts on the basis of the ratio which the market valuation of each Participating School District bears to the total market valuation of all the Participating School Districts. Such market valuations shall be those most recently certified by the State Tax Equalization Board to the Pennsylvania Department of Education.

18. Federal Grants. The Technical School Board, or its designee, may apply on behalf of the Participating School Districts for any federal grants for building construction and payment issued in a single check drawn directly to the authority involved, provided the authority agrees to credit the entire proceeds thus received in reduction of the cost of the project. In like manner, the Technical School Board, or its designee, may apply on behalf of the Participating School Districts for any federal grants for operational costs related to the School, as the same may from time to time become available, and payment may be issued in a single check drawn directly to the Technical School Board or Joint Operating Committee.

19. Transportation. Transportation of pupils from their respective Participating School Districts to the School shall be the obligation of the respective Participating School Districts. The net cost of such transportation (total costs less State reimbursement) to the respective Participating School Districts shall be included as an operating expense in the annual budget of the School and shall be paid or credited to the respective Participating School Districts.

20. Prorating Operating Expenses. The operating expenditures of the FCCTC shall be allocated on the basis of a moving average of the aggregate average daily memberships of all Participating School Districts for the three consecutive school years immediately preceding the school year in question.

21. Payments by School Districts. Each Participating School District shall pay to the Treasurer of the Joint Operating Committee its share of operating expenses in twelve (12) equal, consecutive payments, each payment being due on the fifteenth (15<sup>th</sup>) day of the month with the first payment being due on July 15 of the current year.

22. Additional Districts. Additional school districts may be admitted to membership in FCCTC on terms to be agreed upon by the then Participating School Districts. With this fifth amendment to the Articles of Agreement, the Fannett-Metal School District is to be recognized

as a member school district starting with the 2019-20 school year. Starting July 1, 2019, the Fannett-Metal School District will contribute to the general operating budget of the FCCTC in the same manner for which all other member school districts contribute to the general operating budget under the Articles of Agreement.

23. Chambersburg Area School District ("CASD") Career Magnet School. The Participating School Districts acknowledge that the CASD has constructed a career magnet school on approximately 11.64 acres adjacent to the FCCTC. In the event that CASD wishes to sell all or any portion of said land and building to a third party, it shall notify the other Participating School Districts of the terms and conditions of the proposed transfer, including, but not necessarily limited to, the identity of the purchaser, purchase price, terms of financing, if any, closing date, allocation of closing costs, and any conditions or restrictions applicable to said transfer. Within sixty (60) days after transmission of said written notice to the other Participating School Districts, said Districts, acting jointly and not severally, may exercise said right of first refusal in writing, directed to CASD. In the event that the other Participating School Districts do not notify CASD of their intent to exercise said right of first refusal within the time period specified above, CASD shall be free to dispose of said real estate, free and clear of the right of first refusal, and said right of first refusal shall be deemed null and void and of no force and effect.

24. 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 1949, as amended.

25. Amending Agreement. This agreement may be amended from time to time by the Participating School Districts in the same manner as the agreement was adopted.

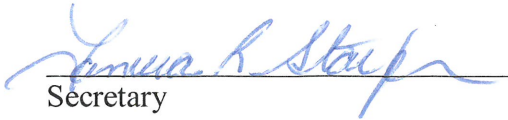
26. Term of this Agreement. This agreement shall remain in effect until all obligations incurred by the Participating School Districts in financing the establishment of the School and/or the construction of career technology school buildings or in the financing of any other or subsequent capital expenditures shall have been paid in full. Thereafter, the agreement shall continue from year to year, but any Participating School District may withdraw from the School at end of any school year upon one year's written notice of its intention so to withdraw. It is agreed that the term of this agreement may be extended by subsequent agreement.

27. Adoption of Agreement. This agreement shall be adopted by the affirmative vote of a majority of the school directors of each of the respective school boards of the Participating 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. When the last school district has caused these presents to be executed, this agreement shall become fully effective and binding upon all parties and the March 21, 1967, November 25, 2008, March 25, 2010, March 22, 2012 and March 27, 2014 agreements above referred to in the preamble shall become null and void.


IN WITNESS WHEREOF, the said Participating School Districts have caused this agreement to be executed in their respective names by the hands of their respective Presidents and have caused their respective seals to be hereunto affixed, duly attested by their respective Secretaries as of the day and year so indicated.



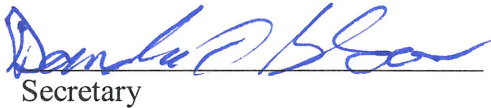
ATTEST:

  
Secretary

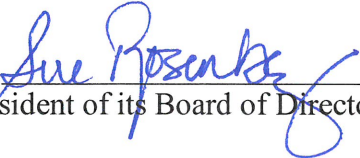
CHAMBERSBURG AREA SCHOOL DISTRICT

By:   
President of its Board of Directors

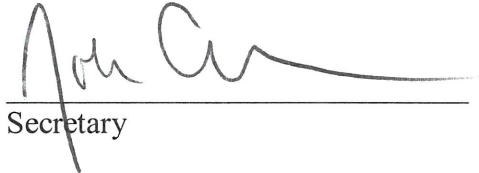
ATTEST:

  
Secretary

FANNETT-METAL SCHOOL DISTRICT

By:   
President of its Board of Directors

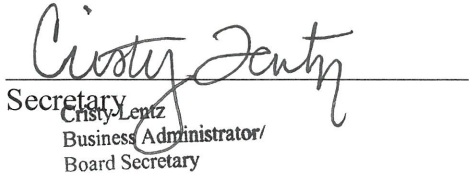
ATTEST:

  
Secretary

GREENCASTLE-ANTRIM SCHOOL DISTRICT

By:   
President of its Board of Directors

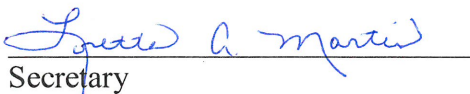
ATTEST:

  
Secretary  
Cristy Lentz  
Business Administrator/  
Board Secretary

SHIPPENSBURG AREA SCHOOL DISTRICT

By:   
President of its Board of Directors  
Board approved 7/9/18

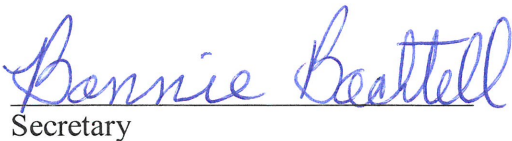
ATTEST:

  
Secretary

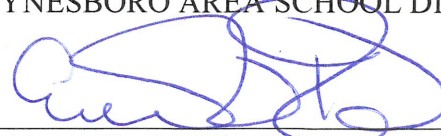
TUSCARORA SCHOOL DISTRICT

By:   
President of its Board of Directors

ATTEST:

  
Secretary

WAYNESBORO AREA SCHOOL DISTRICT

By:   
President of its Board of Directors