

RESTATED JOINTURE AGREEMENT

MADE THIS _____ day of _____, 2012 by and among ALLEGHENY VALLEY SCHOOL DISTRICT, EAST ALLEGHENY SCHOOL DISTRICT, GATEWAY SCHOOL DISTRICT, PENN HILLS SCHOOL DISTRICT, PLUM BOROUGH SCHOOL DISTRICT, RIVERVIEW SCHOOL DISTRICT, WILKINSBURG SCHOOL DISTRICT and WOODLAND HILLS SCHOOL DISTRICT, also known as the “Participating School Districts” of the Eastern Area Special Schools.

WHEREAS, by Jointure Agreement dated June 30, 1964 the predecessors of the participating School Districts founded the Eastern Area Special Schools; and

WHEREAS, since the creation of the Jointure Agreement on June 30, 1964, there have been 7 Amendments to the Jointure Agreement; and

WHEREAS, the Participating School Districts wish to consolidate the original Jointure Agreement and the Amendments thereto into one restated and updated document; and

WHEREAS, the Participating School Districts recognize its obligation to provide for the education and training of students with disabilities; and

WHEREAS, the Participating School Districts desire to continue to provide and maintain a facility known as the Eastern Area Special Schools located at 550 Aura Drive, Monroeville, PA, 15146 which is utilized specifically as an option of the Participating School Districts for the education and training of students with disabilities; and

WHEREAS, the Participating School Districts desire that the educational and training programs offered at the Eastern Area Special Schools continue to be maintained, administered, supervised and operated by the Allegheny Intermediate Unit in accordance with the direction and standards set forth by the Participating School Districts.

NOW THEREFORE, in consideration of mutual covenants herein contained and under the authority of the Pennsylvania Public School Code of 1949, as amended, intending to be legally bound thereby, the aforesaid Participating School Districts continue to establish a Joint School known as the Eastern Area Special Schools as follows:

Section 1 – Name. The Joint School shall continue to be known as the Eastern Area Special Schools. The combined Boards of School Directors of the Participating School Districts shall be known as the Eastern Area Special Schools Board of School Directors (hereinafter called the Joint Board).

Section 2 – Joint School Committee. A Joint Committee shall be formed. Each of the Participating School Districts shall have one representative on the Joint School Committee. Each Participating School District shall select an alternate representative who may act with full power and authority on the Joint School Committee during the absence of the regularly designated representative.

Section 3 – Responsibilities of the Joint School Committee. The Joint School Committee shall be responsible for equipping, furnishing and physically maintaining the Eastern Area Special Schools' facility.

The Joint School Committee may likewise from time-to-time, establish rules and regulations relating to the conduct of the affairs of the Joint School.

Section 4 – Organization Meetings. At its re-organization meeting conducted in December of each year, the Participating School Districts shall appoint its representative and alternate representative to serve on the Joint School Committee.

Annually, the Joint School Committee shall elect a President and a Vice President from among the members of the Joint School Committee. These Officers shall also serve as President and Vice President for the Joint School Committee for the ensuing year.

Section 5 – Meetings, Regular and Special. The Joint School Committee shall meet at least every other month to conduct the affairs of the Joint School.

Special meetings of the Joint School Committee may be held upon the call of the President or in his/her absence, the Vice President, or any five (5) members of the Joint School Committee, with at least five (5) days' notice, on the date and time and place and for the purpose designated in the call.

At all meetings of the Joint School Committee, a quorum shall consist of a majority of the Joint School Committee.

Section 6 – Voting. On all matters in which a vote is required by the Pennsylvania Public School Code of 1949, as amended, or by this Agreement, the vote of the Joint Board or of the Joint School Committee shall be in compliance with such requirement.

In all other cases, the vote of the Joint School Committee shall be by alphabetical roll call of the Joint School Committee members present at the meeting and an affirmative vote of a majority of the Joint School Committee members present shall be required for action.

Section 7 – Standing Committees. The Joint School Committee may create such standing and/or special committees as the Joint School Committee may determine to be appropriate.

The advisability of, the method of selecting the members for, and the activities, duties and responsibilities assigned to such committees shall be determined from time-to-time by the Joint School Committee.

Section 8 – District Share of Payments. The cost of maintaining, equipping and furnishing of the Eastern Area Special Schools facility and any and all fees incident thereto, shall be shared by the respective Participating School Districts on the basis of their proportionate assessed value as reported in the “Annual Certification of the Tax Equalization Board” as of the first day of July of the year preceding the school year in which the payment or payments are to be made.

Section 9 – Transportation. Each Participating School District shall be responsible for the transportation of its pupils to the school and shall meet such costs in any way it deems appropriate.

Section 10 – Attendance of Joint School by Students of Non-Participating Districts.

When space exists for the acceptance of additional students, individual students from non-participating school districts may be permitted to attend the Eastern Area Special Schools facility and educational programs operated hereunder, subject to the consent of and according to such terms and conditions as may be prescribed by the Joint School Committee.

Any school district wishing to become a participating member district of the Joint School may do so subject to the consent of and under such terms and conditions as may be prescribed by the Joint School Committee and approved upon the consent of each Participating School District obtained by an affirmative vote of a majority of the School Directors thereof.

Section 11 – Termination of Agreement. The Jointure Agreement expires on June 30, 2012. This Restated Jointure Agreement shall continue in full force for a period of five (5) years commencing July 1, 2012 until June 30, 2017, or until earlier terminated by the consent of each Participating School District obtained by an affirmative vote of a majority of the School Directors thereof.

In the event of dissolution hereunder, the assets of the Joint School shall be disposed of and distributed to and among the Participating School Districts in the same proportion as their proportionate assessed value as reported for that year in the “Annual Certification of the Tax Equalization Board” as of the first day of July.

Section 12 – Execution of Agreement. This Agreement shall be executed by the President and Secretary of the respective Participating School Districts under and by virtue of resolutions duly adopted by the affirmative vote of a majority of all members of said Boards duly convened.

IN WITNESS WHEREOF, the Participating School Districts have caused this Agreement to be signed in the names of the respective School Districts by the respective Presidents or Vice Presidents of their Boards of School Directors, and duly attested by their respective seals to be hereunto affixed the day and year just above written.

Attest:

ALLEGHENY VALLEY SCHOOL DISTRICT

Secretary

BY _____
President

Date: _____

Attest:

EAST ALLEGHENY SCHOOL DISTRICT

Secretary

BY _____
President

Date: _____

Attest:

GATEWAY SCHOOL DISTRICT

Secretary

BY _____
President

Date: _____

Attest:

PENN HILLS SCHOOL DISTRICT

Secretary

BY _____
President

Date: _____

Attest:

PLUM BOROUGH SCHOOL DISTRICT

Secretary

BY _____
President

Date: _____

Attest:

RIVERVIEW SCHOOL DISTRICT

Secretary

BY _____
President

Date: _____

Attest:

WILKINSBURG SCHOOL DISTRICT

Secretary

BY _____
President

Date: _____

Attest:

WOODLAND HILLS SCHOOL DISTRICT

Secretary

BY _____
President

Date: _____