

# **MEMORANDUM OF UNDERSTANDING**

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013,  
by and between the following School Districts: (hereafter referred to jointly as  
"School Districts"),

GATEWAY SCHOOL DISTRICT

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D

PENN HILLS SCHOOL DISTRICT

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N  
D

PLUM BOROUGH SCHOOL DISTRICT

A  
N  
D

WHEREAS, said School Districts are desirous of continuing their joint operation of the Middle College High School Program located at the Boyce Campus of Community College of Allegheny County; and

WHEREAS, the parties wish to enter into a Memorandum of Understanding for the operation of said Middle College High School Program which provides for the staffing of professional employees from the Penn Hills School District in accordance with the Public School Code of 1949, state of federal law, and any collective

bargaining agreement applicable to those employees of the Penn Hills School District.

NOW THEREFORE, the parties hereto in consideration of the benefits which are derived from the Middle College High School Program, and in consideration of their desire to work together to maintain staffing and funding for the continued operation of said Program, agree as follows:

## **ARTICLE I**

Section 1. **Parties.** The parties agree that the School Boards of the Penn Hills School District, Gateway School District, and Plum Borough School District, all of which are parties of this Agreement, will continue to jointly operate the Alternative High School Program (hereinafter referred to as the "Program"), in the same manner which has been established. It is agreed by the parties that the Program operated under this Agreement shall not constitute a charter school.

Section 2. **Effective Date and Term.** This Agreement shall become effective as of the \_\_\_ day of \_\_\_\_\_, 2013, ("Date of the Agreement") and shall remain in effect until June 30, 2014.

Section 3. **Definitions.** For the purpose of this Agreement, the following definitions have been agreed upon:

- A. **Participating School District** shall mean a School District whose board members have authorized the District, by resolution approved by a majority vote of the school directors, to become a party to this Agreement.

- B. Superintendents shall mean the Superintendents of each of the Participating School Districts who jointly operate the Program and administer the rules, regulations and procedures used therein.
- C. Home School District shall mean the participating School District from which a professional employee has been assigned to the Program and with which the professional employee continues to maintain employment, and/or the School District that a student lives in.

## **ARTICLE II**

Section 1. **Authority of Superintendents.** Each of the participating School Districts, by and through their respective Superintendents, jointly operates the Program. Except as may otherwise be agreed upon by written addendum to this Agreement, each Superintendent will have supervisory authority over any of the professional employees assigned by the Superintendent's Home School District, as if the professional employee were performing the employee's job duties within the Home School District. The parties agree that Program coordinators may be used to administer the Program. It is further agreed that all supervision of any professional employees in the Program, including but not limited to, observation, evaluation, and ratings, shall be the responsibility of and performed solely by the respective Home District. It is understood that as of the date this Memorandum is signed, it is

anticipated that only Penn Hills School District will staff the Program, however, the parties maintain the right to amend this Agreement pursuant to Article V, Section 1.

Section 2. **Collective Bargaining Agreements.** The parties agree that the terms and conditions of employment set forth in each of the respective collective bargaining agreements will remain in full force and effect for each of the professional employees within their respective bargaining units unless expressly modified by written addendum to this Agreement. Professional employees assigned to the Program will be considered at all time to be the employee of their Home School District. Except as otherwise provided herein, or as may be agreed upon by the parties, each of the participating School Districts shall be solely responsible for the hiring, payment evaluation and rating of its respective professional employees who are assigned to the Program.

Section 3. **Students.** The parties agree that students assigned to the Program will remain students of their Home School District for all purposes, including, but not limited to, calculation of subsidies and calculation of enrollment for purposes of Section 1124 of the Public School Code of 1949, as amended. The School Districts agree that students shall receive diplomas from their respective Home Districts only. The students assigned to the Program will be only those students meeting the established criteria.

Section 4. **Staffing.** The School Districts agree that the Program will be staffed with six (6) teachers and one (1) Director from the Penn Hills School District. The Penn Hills School District will be responsible for paying the salary and benefits

of their staff for the Program. The Penn Hills School District will be reimbursed for the salary and benefits of two teachers from the CCAC general fund.

Section 5. **Withdrawal of School Districts.** No participating School District may withdraw from the Agreement during the course of a school term without the consent of each participating School District first obtained. The parties hereto agree that in such event, no employee of the withdrawing district will be suspended or involuntarily demoted during the term of this agreement. Nothing in this Section 5 will be construed as limiting the authority of the withdrawing home school district to otherwise manage, assign or realign its professional staff in accordance with the Public School Code of 1949, as amended and/or the collective bargaining agreement.

### **ARTICLE III**

Section 1. **Superintendent of Record.** The Superintendents shall, on an annual basis, appoint a Superintendent of Record who shall be responsible for the overall administration of the Program. The Superintendents are hereby authorized to jointly formulate and adopt rules, regulations and procedures for the operations of the program.

### **ARTICLE IV**

Section 1. **Tuition.** Students from Home School Districts which are not Parties to this agreement will be charged tuition at predetermined rate. The Plum Borough and Gateway School Districts shall pay tuition for students from their respective Districts to CCAC, at the predetermined rate of \$7,000 per student, per

year. The lower tuition rate for those Partner School Districts is in consideration of their longstanding involvement with the Program, and their respective responsibilities for Operation thereof.

Section 2. **Dual Enrollment Expenses.** All expenses associated with Dual Enrollment for students from the Plum Borough and Gateway School Districts shall be paid from the CCAC general fund. Dual Enrollment Expenses for students from the Penn Hills School District shall be paid by the Penn Hills School District.

Section 3. **Operating Costs.** Gateway and Plum Borough School Districts will not be invoiced for any operating expenses or rental costs, which shall be considered as part of regular tuition, and paid from the CCAC general fund. The Penn Hills School District will be invoiced directly for its' share of operating expenses and rental costs.

## **ARTICLE V**

Section 1. **Code.** All matters not specifically covered by the terms of this Agreement shall be administered in accordance with the provisions of the Public School Code of Pennsylvania as amended.

## **ARTICLE VI**

Section 1. **Amendment of Agreement.** This Agreement may be amended from time to time in writing. No change or amendment shall be made in this Agreement without the consent of each participating School District.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective Presidents of the Gateway School District, Penn Hills School District, and Plum Borough School District, as of the Date of the Agreement set forth in Article I, Section 2 above.

GATEWAY SCHOOL DISTRICT

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

PENN HILLS SCHOOL DISTRICT

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

PLUM BOROUGH SCHOOL DISTRICT

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President