

ARTICLES OF AGREEMENT

AMONG

ANNVILLE-CLEONA SCHOOL DISTRICT,
CORNWALL-LEBANON SCHOOL DISTRICT,
EASTERN LEBANON COUNTY SCHOOL DISTRICT,
LEBANON SCHOOL DISTRICT,
NORTHERN LEBANON SCHOOL DISTRICT, and
PALMYRA AREA SCHOOL DISTRICT

TO CONTINUE THE ESTABLISHMENT AND OPERATION OF THE
LEBANON COUNTY AREA VOCATIONAL-TECHNICAL SCHOOL a/k/a
THE LEBANON COUNTY CAREER AND TECHNOLOGY CENTER

AND

TO RESTATE AND AMEND THE ARTICLES OF AGREEMENT
IN RESPECT THERETO

NOVEMBER 16, 1964

OCTOBER 10, 1966

APRIL 11, 1968

APRIL 24, 1985

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AGREEMENT TO CONTINUE THE ESTABLISHMENT AND OPERATION OF THE
LEBANON COUNTY AREA VOCATIONAL-TECHNICAL SCHOOL a/k/a
THE LEBANON COUNTY CAREER AND TECHNOLOGY CENTER

AND

TO RESTATE AND AMEND THE
ARTICLES OF AGREEMENT IN RESPECT THERETO

THIS AGREEMENT to continue the establishment and operation of the Lebanon County Area Vocational-Technical School and to restate and amend the Articles of Agreement in respect thereto is made as of the 1st day of July, 1996, by the below named Lebanon County, Pennsylvania, School Districts.

WITNESSETH:

WHEREAS, by Articles of Agreement dated November 16, 1964, the Lebanon School District, the Annville-Cleona School District, the Cornwall-Lebanon Suburban Joint School System, the Cornwall Borough School District, the North Cornwall Township School District, the West Cornwall Township School District, the North Lebanon Township School District, the South Lebanon Township School District, the Eastern Lebanon County School District, the Eastern Lebanon Joint School System, the Heidelberg Township School District, the Millcreek Township School District, the Northern Lebanon Merged School District, the Northern Lebanon Joint School System, the East Hanover Township School District, and the Palmyra Area School District, all situate in Lebanon County, Pennsylvania, established and provided for the operation, management and administration of a comprehensive area vocational-technical school in and for Lebanon County, Pennsylvania, called the Lebanon County Area Vocational-Technical School; and

WHEREAS, on October 10, 1966, the Lebanon School District, the Annville-Cleona School District, the Cornwall-Lebanon School District, the Eastern Lebanon County School District, the Northern Lebanon School District, and the Palmyra Area School District, all situate in Lebanon County, Pennsylvania, (the "Member Districts") made and entered into a restatement and amendment of Articles of Agreement for the establishment and operation of the Lebanon County Area Vocational-Technical School; and

WHEREAS, on April 11, 1968, the Member Districts made an entered into an amendment of Articles of Agreement for the establishment and operation of the Lebanon County Area Vocational-Technical School, which provided for the continuing operation, administration and management of the Lebanon County Area Vocational-Technical School; and

WHEREAS, on April 25, 1985, the Member Districts made and entered into an amendment of the Articles of Agreement for the establishment and operation of the Lebanon County Area Vocational-Technical School; and

WHEREAS, the Lebanon County Area Vocational-Technical School a/k/a the Lebanon County Career and Technology Center has been operated by the above-named school districts continuously and successfully since 1964, under Sections 1850.1 and 1850.3 of the Pennsylvania Public School Code of 1949, as amended.

NOW THEREFORE, with the foregoing recitals deemed an essential part hereof and incorporated herein, the Member Districts named below AGREE as follows:

ARTICLE I

1.1 ESTABLISHMENT, NAME AND PURPOSE. The six Member School Districts, Annville-Cleona School District, Cornwall-Lebanon School District, Eastern Lebanon County School District, Lebanon School District, Northern Lebanon School District and Palmyra Area School District, enter into this Agreement to continue the operation of The Lebanon County Area Vocational-Technical School in accordance with Section 1850.1 of the Public School Code, as amended. The Lebanon County Area Vocational-Technical School shall also be known as the Lebanon County Career and Technology Center. The Lebanon County Area Vocational-Technical School, a/k/a The Lebanon County Career and Technology Center, will provide high school and adult students with skills, knowledge and understanding necessary to attain employment, advance in careers, pursue post-secondary education and enrich their lives.

1.2 EFFECTIVE DATE AND TERM. This Agreement shall become effective on the first day of July, 1996, and shall remain in effect until all obligations incurred by the member boards in financing any construction of the Lebanon County Area Vocational-Technical School, a/k/a The Lebanon County Career and Technology Center, and all obligations of any authority created in connection therewith or in the financing of any subsequent capital expenditures shall have been paid in full. Thereafter, these Articles shall remain in effect until every Member District has acted, by affirmative vote of a majority of its Board of School Directors, to terminate these Articles.

1.3 DEFINITIONS. For the purpose of this Agreement, the following definitions shall be used in the interpretation of this Agreement:

(a) "Area Vocational-Technical Board" shall mean the Lebanon County Area Vocational-Technical Board consisting of the members of the several boards of school directors of all of the participating member districts acting jointly.

(b) "Center" shall mean the Lebanon County Area Vocational-Technical School also known as the Lebanon County Career and Technology Center.

(c) "Joint Operating Committee" shall mean the Lebanon County Area Vocational-Technical Joint Operating Committee elected from among the member school boards to administer, supervise, and operate the Lebanon County Area Vocational-Technical School, also known as The Lebanon County Career and Technology Center, and shall hereinafter be referred to as the "Joint Operating Committee" or "Committee".

(d) "Member Board" shall mean any board of school directors of the respective

member school districts which are parties to this Agreement.

(e) "Member District" shall mean a participating school district, a party to this Agreement, and may be any additional school district which may subsequently be admitted to this Agreement.

(f) "School" shall mean the Lebanon County Area Vocational-Technical School also known as the Lebanon County Career and Technology Center.

ARTICLE II

2.1 BENEFITS AND PRIVILEGES. The several member districts, as parties to the prior Agreements of November 16, 1964, October 10, 1966, April 11, 1968, and the Amendments of April 24, 1985, do hereby assign to the Lebanon County Area Vocational-Technical School Board all of their respective rights, titles and interest in and to all contracts and property. The several member districts do also hereby authorize, in accordance with the provisions of Section 1851.1(b)(1) of the Public School Code, as amended, the Lebanon County Area Vocational-Technical School Board to assume the obligations undertaken by that Board in pursuance to the Agreements of November 16, 1964, October 10, 1966, April 11, 1968, and April 24, 1985. The Member Districts which are parties to this Agreement shall be entitled to all benefits and privileges and subject to the responsibilities and liabilities in this Agreement and the Public School Code of Pennsylvania.

2.2 ADDITION OF NEW MEMBERS. School districts which are not Member Districts at the time of the execution of this Agreement, and which later elect to participate, may become parties to this Agreement and thereupon become Member Districts, upon the approval of all Member Districts, subject to such terms and conditions as the then Member Districts shall determine. Such terms and conditions shall include, but not be limited to, the amount which each new district shall contribute to the costs for operation of the Center, and the amount it shall pay on account of capital obligations.

ARTICLE III

3.1 AREA VOCATIONAL-TECHNICAL SCHOOL BOARD. The Lebanon County Area Vocational-Technical School Board is hereby charged with the ultimate responsibility for establishing and operating the Lebanon County Area Vocational-Technical School, also known as The Lebanon County Career and Technology Center, and is hereby vested with all the powers and responsibilities granted to area vocational-technical boards by the applicable provisions of the Pennsylvania Public School Code, as amended.

3.2 DELEGATION OF AUTHORITY. The Member Districts, acting jointly as the Lebanon County Area Vocational-Technical School Board, do hereby delegate to a committee hereby created and to be known as the Lebanon County Area Vocational-Technical School Joint Operating Committee (and/or known as the "Joint Operating Committee"), the responsibility for the operation, administration and management of the Center, within the limits of the budget adopted by the Lebanon County Area Vocational-Technical School Board, to the extent permitted by law. It is intended by this paragraph to delegate to the Joint Operating Committee all powers granted to the

Area Vocational-Technical Board, except those set forth in clauses (1) and (4) of Section 1850.1(b) of the Public School Code, as amended. The Joint Operating Committee's delegated authority with respect to clause (10) of Section 1850.1(b) is limited to real estate which is not a part of the Center's facilities and surrounding curtilage. The composition of the Lebanon County Area Vocational-Technical School Joint Operating Committee shall be as set forth in Article IV hereof.

ARTICLE IV

4.1 JOINT OPERATING COMMITTEE. The Lebanon County Area Vocational-Technical School Board delegates the affairs of operation, administration and management of the Lebanon County Area Vocational-Technical School, also known as the Lebanon County Career and Technology Center, to the Lebanon County Area Vocational-Technical School Joint Operating Committee, acting as its operating agent and elected from among the directors of the Member School Districts, as provided by Section 1850.3 of the Public School Code of 1949, as amended.

4.2 JOINT OPERATING COMMITTEE RESPONSIBILITY. The operation, administration and management of the Lebanon County Area Vocational-Technical School, also known as to the Lebanon County Career and Technology Center, shall be directed by the Joint Operating Committee within the limits of the Budget adopted by the Lebanon County Area Vocational-Technical School Board, to the extent permitted by law. The Joint Operating Committee shall exercise all the rights and powers of the Lebanon County Area Vocational-Technical School Board to the extent permitted by law, unless herein specifically otherwise provided by these Articles.

4.3 JOINT OPERATING COMMITTEE MEMBERSHIP AND MEMBERSHIP SELECTION. The Lebanon County Area Vocational-Technical School Joint Operating Committee shall consist of seven (7) school directors. One school director shall be elected to the Joint Operating Committee from each of the Member School Districts, with the exception of Lebanon School District, which shall have two (2) Directors elected from its District. In addition thereto, there shall be elected, in the same manner, seven (7) alternate Directors who shall have and enjoy all the rights and privileges of the regular Joint Operating Committee member at a meeting of the Committee when the regular member is absent.

Beginning on January 1, 1997, Lebanon School District shall have only one (1) Director on the Lebanon County Area Vocational-Technical School Joint Operating Committee and one (1) alternate Director. The decision as to which of the two (2) previous Directors shall remain as a member of the Joint Operating Committee is to be made by a majority vote of the Lebanon School District.

Beginning on January 1, 1997, the Lebanon County Area Vocational-Technical School Joint Operating Committee shall consist of six (6) School Directors. One (1) School Director shall be elected to the Joint Operating Committee from each of the Member School Districts. In addition thereto, there shall be elected, in the same manner, six (6) alternate Directors who shall have and enjoy all rights and privileges of the regular Joint Operating Committee member at a meeting of the Committee when the regular member is absent.

Any member of the Joint Operating Committee must be a current Board Member of one of

the Member Districts. The members of the Joint Operating Committee shall be elected by the Member Boards at their respective annual reorganization meetings in December. The members shall be elected for a three (3) year term, commencing the day of their election in the month of December, provided, however, that in the first December election, the terms of office of two (2) members shall expire at the end of the first year, the terms of office of two (2) other members shall expire at the end of the second year, and the terms of office of the remaining two (2) members shall expire at the end of the third year. The length of the term of office of members elected at the initial December meeting shall be determined by the casting of lots.

4.4 JOINT OPERATING COMMITTEE OFFICERS AND TERMS. The Joint Operating Committee shall hold its annual reorganization meeting in December, at which time a President and Vice President shall be elected by the members of the newly-elected Joint Operating Committee, to serve for a period of one year. At the time of the May meeting, the Joint Operating Committee shall elect a Secretary, who may or may not be a member of the Area Vocational-Technical Board to serve for a term of four (4) years, beginning the first Monday of July following such election. At the May meeting, the Joint Operating Committee shall elect a Treasurer, from among the members of the Joint Operating Committee to take office the first day of July following such election and serve for a one-year term. At the time of the initial organization of the Joint Operating Committee, an Interim President, and Interim Vice President, an Interim Secretary and an Interim Treasurer will be elected to serve until the beginning of the term of such office.

4.5 VACANCIES OF THE JOINT OPERATING COMMITTEE. Vacancies in the membership of the Joint Operating Committee shall be filled by the electing Member District for the unexpired term of any member who no longer desires to serve or is unable to serve on the Joint Operating Committee, or who for any other reason has ceased to be a school director of the electing District. The electing District may replace its member on the Joint Operating Committee if said member shall fail or neglect to attend two (2) successive meetings of the Joint Operating Committee without valid excuse.

4.6 MEETINGS OF THE JOINT OPERATING COMMITTEE. The Committee shall meet monthly, except during the months of July and August, at such time and place as may be established by a vote of the Joint Operating Committee members at the annual organization meeting. The meetings of the Joint Operating Committee shall be public meetings. Proper notice of all meetings shall be given as provided by law. A quorum shall consist of a majority of the members of the Committee. The Joint Operating Committee shall act by a majority vote of the members present. The Joint Operating Committee members shall report to their respective Member Districts any action taken by the Committee at its regular or special meetings. The agenda, minutes, and proceedings of all meetings shall be mailed to the members of the Joint Operating Committee and to the Secretaries and/or Chief Administrators of all Member Districts.

4.7 ABOLISHMENT OF PREVIOUS OPERATING COMMITTEE. The Lebanon County Area Vocational-Technical Board does hereby establish the Lebanon County Area Vocational-Technical School Joint Operating Committee by reconstituting and making the present existing Lebanon County Area Vocational-Technical School Operating Committee as the Lebanon County Area Vocational-Technical School Joint Operating Committee. The present members, alternate members and officers of the Lebanon County Area Vocational-Technical School Operating

Committee are hereby reconstituted and reappointed as the members, alternate members and officers of the Lebanon County Area Vocational-Technical School Joint Operating Committee. By reason of the reconstitution and renaming of the Lebanon County Area Vocational-Technical School Operating Committee as provided in the prior Articles of Agreement is hereby abolished. All rules, regulations, procedures and past practices heretofore adopted by the Lebanon County Area Vocational-Technical School Operating Committee are hereby adopted as the rules, regulations, procedures and past practices of the Lebanon County Area Vocational-Technical School Joint Operating Committee.

4.8 RATIFICATION. All prior actions taken by the Lebanon County Area Vocational-Technical School Operating Committee in operating, administering and managing the Lebanon County Area Vocational-Technical, also known as the Lebanon County Career and Technology Center, are hereby ratified and confirmed.

ARTICLE V

5.1 SUPERINTENDENT OF RECORD. The Joint Operating Committee shall appoint as the Superintendent of Record of the Lebanon County Area Vocational-Technical School, also known as the Lebanon County Career and Technology Center, under such terms and at such compensation as the Joint Operating Committee may determine, the Chief School Administrator of a Member District. The Superintendent of Record shall serve, on a rotating basis, in this position for a period of two (2) years. The Superintendent of Record shall attend all regular and special meetings of the Joint Operating Committee and shall serve as liaison between the Joint Operating Committee and the Professional Advisory Committee.

5.2 DIRECTOR OF VOCATIONAL-TECHNICAL EDUCATION. The Lebanon County Area Vocational-Technical School Joint Operating Committee shall employ a Director of Vocational-Technical Education. The Director's duties and compensation shall be determined by, and conform to, the school laws, regulations and policies of the Department of Education and of the Joint Operating Committee. The Director of Vocational-Technical Education shall attend all regular and special meetings of the Joint Operating Committee and shall advise the Committee on matters pertaining to the operations, administration and management of the Lebanon County Area Vocational-Technical School, also known as the Lebanon County Career and Technology Center.

5.3 EMPLOYMENT OF PERSONNEL. The Joint Operating Committee shall employ needed professional and non-professional staff to teach, administer, supervise, direct and coordinate such programs as the Joint Operating Committee may lawfully institute, and to care for and maintain the buildings, equipment and grounds of the Center.

5.4 SOLICITOR AND AUDITOR. The Joint Operating Committee shall have authority to appoint an attorney-at-law to be its solicitor and a certified public accountant to be its auditor. Compensation for the solicitor and auditor shall be determined by the Joint Operating Committee.

5.5 PROFESSIONAL ADVISORY COUNCIL. The Joint Operating Committee shall appoint a Professional Advisory Council composed of the Chief Administrative Officers of each Member District to advise the Joint Operating Committee on matters concerning the operation, administration and management of the Center. The Superintendent of Record shall be the Chairperson of the Professional Advisory Council and shall call meetings thereof from time to time as he/she sees fit.

5.6 GENERAL ADVISORY COMMITTEE. Pursuant to the provisions of the School Code, the Joint Operating Committee shall appoint a General Advisory Committee to advise the Joint Operating Committee on such matters as the need for a particular shop, laboratory, occupation, equipment, curriculum, labor and management coordination, and the business and industrial requirements for selection of personnel. Members of the General Advisory Committee shall be appointed from representatives of local trades, industries, businesses, research and educational agencies, occupations, and administrators of the Member School Districts.

5.7 CRAFT AND OCCUPATIONAL COMMITTEES. Occupational and Craft Advisory Committees shall be appointed by the Joint Operating Committee to provide advice to the Center about matters related to training and placement of students for occupations or related groups of occupations. The Joint Operating Committee may appoint, upon recommendation of the General Advisory Committee, one or more Craft Committees composed of representatives of a particular occupational field to undertake a study and submit reports thereof with respect to the need for and course content of a particular occupational field educational program. The Joint Operating Committee will approve procedures to select members for such committees, to fix the duration of terms, to establish the number and size of such committees, and to define their scope and purpose.

ARTICLE VI

6.1 ANNUAL BUDGET AND CHARGES TO MEMBER DISTRICTS. The annual budget of the Lebanon County Area Vocational-Technical School, also known as the Lebanon County Career and Technology Center, consisting of current expenses and current costs of operation and such capital improvements as are provided under the School Code, shall be borne by the Member Districts as follows:

(a) The fixed operating cost including instructional equipment, support services for pupil personnel, support services for instructional staff, support services for business, and operation and maintenance of the plant services, and facilities' acquisition, and construction and improvement services, shall be borne by the Member Districts, as determined by the average daily membership of pupils for each Member District as reported to the Commonwealth of Pennsylvania, Department of Education, for grades 10, 11 & 12 for the five (5) most recent years of reporting for each respective Member District.

(b) All other operating costs in each annual budget shall be borne by the Member District on the basis of the number of pupils on average daily membership attending at the Lebanon County Area Vocational-Technical School, also known as the Lebanon County Career and Technology Center, as reported to the Commonwealth of Pennsylvania, Department of Education, for the three (3) most recent years of reporting for each respective Member District.

ARTICLE VII

7.1 PUPIL QUOTAS. It is assumed that the facilities will be available to house adequately all pupils desiring to attend the Lebanon County Area Vocational-Technical School, also known as the Lebanon County Career and Technology Center. In the event that matriculation in the Center exceeds the pupil capacity of the Center or specific programs thereof, the Joint Operating Committee shall establish a quota of pupils. In the event that matriculation in the Center exceeds the pupil capacity of the Center, quotas of pupils shall be established for each Member District in accordance with the percentage average daily membership of resident pupils in grades 10, 11 & 12 of the preceding year in each Member District bears to the average daily membership, in said grades, of all Member Districts. If a Member District shall not fill its quota of pupils, vacancies shall be distributed on a pro-rata basis among the Member Districts wishing to send additional pupils. In the event that matriculation in the Center exceeds pupil capacity of specific programs, a quota shall be established by the Joint Operating Committee on an equitable basis. Whenever it appears that additional pupils may be enrolled and all of the pupils from the Member Districts have been accommodated, tuition pupils may be enrolled in conformity with the provisions of the School Code.

7.2 SELECTION OF PUPILS. Each Member District shall be responsible for the selection of pupils to attend the Lebanon County Area Vocational-Technical School in conformity with the pupil admission policies and procedures which have been established by the Joint Operating Committee.

7.3 TRANSPORTATION OF PUPILS. Transportation of pupils from respective Member Districts to the Center shall be the obligation of the respective Member Districts.

ARTICLE VIII

8.1 ADULT AND POST-SECONDARY TRAINING. Programs of adult and post-secondary training conducted as a part of the Area Vocational-Technical School shall be conducted consistent with the regulations of the State Board of Vocational Education and the standards of the Pennsylvania Department of Education.

8.2 TUITION. The Joint Operating Committee shall establish charges for student tuition and may receive grants and subsidies, and receive corporate or other private and governmental funds for the purpose of adult and post-secondary training programs.

8.3 TRAINING OF EMPLOYEES. The Joint Operating Committee may enter into and/or approve contracts to provide training for employees of businesses or governmental agencies.

8.4 TRANSPORTATION. Transportation of adult pupils shall be the responsibility of the adult pupils.

ARTICLE IX

9.1 NON-RESIDENT SECONDARY STUDENTS. Secondary pupils who are not residents of Member Districts may be enrolled as tuition pupils if additional pupils can be accommodated.

9.2 ENROLLMENT AND TUITION. Enrollment and tuition rates for non-resident secondary pupils will be established by the Joint Operating Committee in consultation with the Professional Advisory Committee and will be consistent with law and procedures approved by the Joint Operating Committee.

ARTICLE X

10.1 PROFESSIONAL PERSONNEL. Professional personnel employed by a Member District operating an approved program of vocational technical education shall be given preferential consideration for positions of employment in the Lebanon County Area Vocational-Technical School at the time any new program is initiated, if the Member District elects to release them. In the event there are more candidates than positions available, consideration shall be given to seniority.

ARTICLE XI

11.1 THE LEBANON COUNTY AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY. Pursuant to previous Articles of Agreement, the Member Districts, or their predecessors, duly created and incorporated, on December 14, 1965, The Lebanon County Area Vocational-Technical School Authority, as an authority under the Municipality Authorities Act of 1945, Act of May 2, 1945, P.L. 382, as amended, and empowered The Lebanon County Area Vocational-Technical School Authority, as permitted under the Municipality Authorities Act, to buy land, build, alter, lease and operate facilities for the Lebanon County Area Vocational-Technical School, also known as the Lebanon County Career and Technology Center. The Lebanon County Area Vocational-Technical School Authority was also given the authority, as permitted under the Municipality Authorities Act, to finance, where deemed appropriate, the acquisition of suitable sites and for the erection and equipping of appropriate school buildings for the operation of the Center. In addition, the Lebanon County Area Vocational-Technical School Authority has entered into certain lease agreements with the Member Districts leasing to them the facilities for the operation of the Lebanon County Area Vocational-Technical School, also known as the Lebanon County Career and Technology Center.

11.2 AUTHORITY'S POWERS. Subject to the provisions and restrictions of the Trust Indenture made between The Lebanon County Area Vocational-Technical School Authority and CCNB Bank, N.A. (now known as PNC Bank, National Association), as Trustee, dated as of June 15, 1991, as supplemented by a Supplemental Trust Indenture made between such Authority and such Trustee, dated as of December 15, 1993, and subject to the provisions and restrictions of the lease agreements made between The Lebanon County Area Vocational-Technical School Authority and the Member Districts as security for financings undertaken by The Lebanon County Area Vocational-Technical School Authority to provide the facilities of the Center, the Lebanon County Area Vocational-Technical Board is hereby authorized to enter into an agreement on behalf of the Member Districts with the State Public School Building Authority, the General State Authority, a

non-profit corporation, or Municipal Authorities to buy land, build, alter, lease, equip and operate facilities for the Lebanon County Area Vocational-Technical School, also known as the Lebanon County Career and Technology Center. If further municipal authority financing is determined to be appropriate, the Member Districts do hereby agree that such financings for the purposes of the acquisition of suitable sites and for the erection and equipping of appropriate school buildings for the operation of the Lebanon County Area Vocational-Technical School may be undertaken by The Lebanon County Area Vocational-Technical School Authority pursuant to the terms of the existing Trust Indenture, as supplemented, and the existing lease agreements, of, if permitted under the terms thereof and upon satisfaction of all indebtedness outstanding thereunder, under a new trust indenture and lease agreements.

11.3 FEDERAL GRANTS. The Member Districts covenant and agree that any federal grant made available to said Districts in connection with the constructing and equipping of the Area Vocational-Technical School building project may be paid directly to the Lebanon County Area Vocational-Technical School Authority for the use and occupation of a vocational-technical building and the capital equipment installed therein is hereby authorized, to the extent permitted by law, and the said Board shall pay all rentals and other payments falling due thereunder on behalf of each Member District. At least ninety (90) days before the last day for levying taxes for the ensuing year, the Joint Operating Committee shall furnish to each Member District a statement showing such district's share of rentals for the ensuing year, and each such School District shall include its share in its budget for the ensuing year and shall levy and collect taxes sufficient to pay the same in addition to all other current expenses.

11.4 PAYMENTS FROM THE STATE. Each Member District hereby requests and authorizes the Commonwealth of Pennsylvania (or the appropriate department thereof) to make payments which each Member School District would be entitled to receive for any of the services, acts, functions and duties performed by the Lebanon County Area Vocational-Technical Board, or its delegated agent, the Joint Operating Committee, directly to said Board or Joint Operating Committee in lieu of making the payment to each District, and shall submit such information and reports, and take such other action as shall be necessary to effectuate such requests. The purpose of this clause is to permit the Commonwealth to make a single payment to the Board or to its agent, the Joint Operating Committee, in lieu of separate payments to the individual school districts.

ARTICLE XII

12.1 VOTING PROCEDURES. Unless otherwise required by law, all actions, with the exception of approval of budgets, of the Lebanon County Area Vocational-Technical Board shall be by a majority vote of the Members of the Board, either in convention or by mail ballot.

12.2 APPROVAL OF THE BUDGET. All operations of the Lebanon County Area Vocational-Technical School, also known as the Lebanon County Career and Technology Center, shall be within the limits of the budget adopted by the Lebanon County Area Vocational-Technical Board. Budget approval shall be by mail ballot, or convention, provided that approval of each budget shall require an affirmative vote of two-thirds (2/3) of the member School Districts and a majority vote of all of the School Directors of all of the Member Boards, provided that the vote of any Member Board shall be determined by a majority of all its members.

ARTICLE XIII

13.1 AMENDMENTS TO THIS AGREEMENT. This Agreement may be amended from time to time with the consent of every Member District. Consent by a Member District shall require an affirmative vote of a majority of the school directors of such Member District. Voting can be either in convention or by mail ballot.

ARTICLE XIV

14.1 MATTERS BEYOND THESE ARTICLES. Matters not specifically provided for by these Articles of Agreement shall be governed by the Public School Code of the Commonwealth of Pennsylvania or other laws of the Commonwealth of Pennsylvania.

14.2 MATTERS OF ADMINISTRATION BEYOND THESE ARTICLES. All matters of administration not specifically covered by the terms of this Agreement shall be administered in accordance with the applicable provisions of the School Code of Pennsylvania.

14.3 TERMS OF PRIOR AGREEMENTS. All other matters contained in the prior Agreements between the Member School Districts dated November 16, 1964, October 10, 1966, April 11, 1968, and April 24, 1985, not inconsistent with the terms and provisions of these Articles of Agreement, are reaffirmed.

IN WITNESS WHEREOF, the Member Districts and the Lebanon County Area Vocational-Technical Board have caused these Articles of Agreement to be executed by their respective Presidents and attested by the Secretaries as of the day and year written above.

**LEBANON COUNTY AREA VOCATIONAL-
TECHNICAL BOARD**

ATTEST:

Secretary

BY:
President

ANNVILLE-CLEONA SCHOOL DISTRICT

ATTEST:

Secretary

BY:
President

CORNWALL-LEBANON SCHOOL DISTRICT

ATTEST:

Secretary

BY:
President

**EASTERN LEBANON COUNTY
SCHOOL DISTRICT**

ATTEST:

Secretary

BY:
President

LEBANON SCHOOL DISTRICT

ATTEST:

Secretary

BY:
President

NORTHERN LEBANON SCHOOL DISTRICT

ATTEST:

BY:

Secretary

President

PALMYRA AREA SCHOOL DISTRICT

ATTEST:

Secretary

BY:
President