

**ERIE COUNTY TECHNICAL SCHOOL
PROPOSED AGENDA ITEM**

DATE: January 19, 2011

SUBJECT: Transition Center Operating Agreement

CATEGORY: Operations

INITIATED BY: Aldo Jackson

DESCRIPTION:

Based on the recommendations of the Auditor General's report, an operating agreement between the participating districts of the Transition Center and the Erie County Technical School has been developed to clarify operational matters. Attorney Sennett drafted an agreement. The agreement was reviewed by the superintendents at the January 2011 Professional Advisory Council meeting. Revisions were made. On behalf of the superintendents, this operating agreement is presented for Joint Operating Committee approval.

MOTION;

Motion to approve the Operating Agreement for the Erie County Special Education Transition Center between the participating school districts and the Erie County Technical School, as presented.

ERIE COUNTY SPECIAL EDUCATION TRANSITION PROGRAM OPERATING AGREEMENT

WHEREAS, the Erie County Technical School has been created and operated by the Erie County School Districts including: Fairview School District, Fort LeBoeuf School District General McLane School District, Girard School District, Harbor Creek School District, Iroquois School District, North East School District, Union City Area School District, and Wattsburg Area School District;

WHEREAS the Erie County Technical School is operated pursuant to the Restated Articles of Agreement for Operation;

WHEREAS Article X of the Restated Articles of Operation provide as follows:

A. Special Programs

1. Definitions: Special programs shall be those programs offered by the Erie County Technical School Committee in addition to the regular day school and evening adult programs at the Erie County Technical School at the request of fewer than the total number of districts signatory to this agreement. Such special programs may be requested by:

a. One or more districts where such programs are to be conducted at the Erie County Technical School; or

b. One or more districts where such programs are to be conducted at facilities other than the Erie County Technical School. In this instance all capital and lease costs shall be the responsibility of the district or districts requesting the program.

2. Authorization: Participating Districts desiring to participate in a special program shall adopt a resolution authorizing Erie County Technical School Committee to institute such a program and to charge the district with their prorated share of the cost of operating the program. A copy of this resolution signed by the President and Secretary of the Board shall be filed with the Secretary of the Erie County Technical School Committee.

3. Implementation: Special programs may be implemented by the Erie County Technical School Committee in accordance with authorization received from the Participating Districts.

WHEREAS pursuant to Article X the Erie County Technical School was authorized to create the Erie County Special Education Transition Program (Transition Program) which qualifies as a special program;

WHEREAS the School Districts desiring to participate in the Transition Program have approved and paid for the Capital Improvements to the Transition Program and identified the Cost Sharing for the Capital Improvements by Resolution similar to the attachment hereto (the "Participating Districts");

WHEREAS, the Participating Districts have approved a Lease Agreement for the facilities, a copy of which is attached hereto; and

WHEREAS, the Participating Districts wish to enter into this Operating Agreement to further define the obligations of the parties in regard to the Transition Program.

AND NOW therefore, in consideration of the mutual covenants and promises herein contained, and with the intention to be legally bound hereby the parties agree as follows:

1. Recitals. The above referenced recitals are incorporated by reference as if more fully set forth herein.

2. Term. The term of this Agreement shall begin on the date executed by all Participating Districts and shall terminate on June 30, 2011. This Operating Agreement may be renewed on a yearly basis by resolution of each Participating District.

3. Budget. The budget for the Transition Program shall be adopted by the Joint Board as provided in Section 687 and 1850.1(25c) of the Pennsylvania Public School Code and shall be prepared by the Director of the Erie County Technical School. The budget shall be approved by two-thirds of the Operating Committee.

4. Assignments of Students. Participating Districts shall maintain responsibility for assignment and withdrawal of students in Transition Program.

5. Support Services. Erie County Technical School shall provide supporting services, such as custodial services at their facilities for Transition Program. The Participating Districts shall provide all customary services such as guidance, discipline, health and library.

6. Expenses. The Participating Districts will pay an assessment for the Transition Program to be determined by per pupil fixed-cost, based on current expenses. The calculation of those expenses and per pupil cost is attached hereto as Exhibit A. The Participating Districts shall be responsible to pay any additional expenses which result from excess costs of such Transition Program. Excess costs will be billed directly to Participating Districts on the per pupil fixed cost basis in such Program, as calculated by the Erie County Technical School.

7. Quotas. Quotas for students in the Transition Program shall be established on an equal basis per Participating District.

8. Transportation. The Participating Districts shall be responsible for transporting their students to the Erie County Technical School to participate in the Transition Program.

9. Supervisor. The Erie County Technical School shall supervise the students and educational staff.

10. Curriculum. The Erie County Technical School will design the curriculum and ensure that a program of safety is incorporated in the curriculum in regard to the Transition Program.

11. Staff. Instructional and other staff members employed for these educational services in the Transition Program will be employees of the Erie County Technical School. The Erie County Technical School shall be responsible for their salary and benefits.

12. Law. The terms and conditions of this Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

13. Amendment. No modification, amendment, or alteration of the terms of this Operating Agreement shall be binding unless the same shall be in writing dated subsequent to the date hereof and duly executed by all Participating Districts.

14. Terms and Conditions. All other terms and conditions not fully set forth herein shall be interpreted in accordance with the Restated Articles of Agreement for Operation for the Erie County Area Technical School.

15. Termination. A Participating District may withdraw from the Transition Program upon a one (1) year notice to the Erie County Technical School. A Participating District who withdraws from the Transition Program shall not be entitled to any remuneration of their proportional construction or start up costs.

16. Competition. A withdrawing Participating District agrees not to solicit other Participating Districts to join a similar special program in competition with the Transition Program for a period of one (1) year from the date of withdrawal.

IN WITNESS WHEREOF, the duly authorized officers of the Operating Committee of the Erie County Technical School and the officers of each Participating District have executed this Operating Agreement pursuant to authorizing resolutions.

ERIE COUNTY TECHNICAL SCHOOL

FAIRVIEW SCHOOL DISTRICT

FORT LEBOEUF SCHOOL DISTRICT

GENERAL MCLANE SCHOOL DISTRICT

GIRARD SCHOOL DISTRICT

HARBORCREEK SCHOOL DISTRICT

IROQUOIS SCHOOL DISTRICT

MILLCREEK TOWNSHIP SCHOOL DISTRICT

NORTH EAST SCHOOL DISTRICT

NORTHWESTERN SCHOOL DISTRICT

UNION CITY AREA SCHOOL DISTRICT

WATTSBURG AREA SCHOOL DISTRICT

931681.v1

**SPECIAL EDUCATION TRANSITION PROGRAM
MEMORANDUM OF UNDERSTANDING**

EXHIBIT A

CALCULATION OF EXPENSES

2011-2012

Program Cost Calculation

Faculty/Staff Wages	93,653
Faculty/Staff Benefits	47,543
Subtotal	141,196
Instructional Supplies & Materials	1,000
Subtotal	1,000
Total Costs	\$142,196

Program Revenue Calculation

Revenue per Student = Total Costs / 25 students	<u>\$5,687.84</u>
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Gross District Calculation

5 Students X Revenue per Student	<u>\$28,439.20</u>
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PROPOSED AGENDA ITEM

MEETING DATE: October 25, 2007

SUBJECT: Erie County Special Education Transition Center Lease

DESCRIPTION:

Lease as presented

RECOMMENDATION:

Motion to approve the lease agreement between ECTS and several school districts for space at the Skill Center Building for operation of the Erie County Special Education Transition Center, beginning September 1, 2008 for an initial period of three years until August 31, 2011, as presented.

Approved
RS

ERIE COUNTY SPECIAL EDUCATION TRANSITION PROGRAM

RESOLUTION

It is hereby resolved by the Board of School Directors to approve the School District's participation in the Erie County Special Education Transition Program ("Program"). Participants in the Program agree to the following:

1. Approval of the construction of the Transition Center. The estimated cost of construction is \$111,000. The School District's share of the cost of construction will depend on the number of districts participating in the Program in accordance with the schedule following: 5 districts - \$22,200; 6 districts - \$18,500; 7 districts - \$15,857; 8 districts - \$13,875; 9 districts - \$12,333; 10 districts - \$11,100; 11 districts - \$10,091; 12 districts - \$9,250. The school district agrees to be responsible for any construction costs over and above the \$111,000 estimate in the proportionate share depending on the level of participation.

2. Approval of the Lease Agreement. The Lease Agreement provides for the use of 4800 square feet of space within the first floor of the Regional Skill Center building for the Program from Erie County Technical School. A draft copy of the Lease Agreement is attached.

(a) Annual rental amount will vary depending on the number of school districts participating in the Program in accordance with the following: 5 districts - \$4,169; 6 districts - \$3,476; 7 districts - \$2,978; 8 districts - \$2,606; 9 districts - \$2,314; 10 districts - \$2,085; 11 districts - \$1,895; 12 districts - \$1,738

(b) The term of the Lease Agreement shall be for three (3) years, which will be renewable on a yearly basis upon a rental amount agreeable to all parties.

The undersigned, Secretary of the Board of School Directors, does hereby certify the foregoing Resolution was duly adopted by the Board of School Directors at a meeting regularly called and duly held on ____ day of _____, 2007.

Secretary

747206

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of this _____ day of _____, 2007, by and between **ERIE COUNTY TECHNICAL SCHOOL**, hereinafter referred to as the "Lessor", and **GENERAL MCLANE SCHOOL DISTRICT, UNION CITY AREA SCHOOL DISTRICT, WATTSBURG AREA SCHOOL DISTRICT, FORT LEOEUF SCHOOL DISTRICT, NORTH EAST SCHOOL DISTRICT, FAIRVIEW SCHOOL DISTRICT, HARBOR CREEK SCHOOL DISTRICT AND GIRARD SCHOOL DISTRICT, IROQUOIS SCHOOL DISTRICT, NORTHWESTERN SCHOOL DISTRICT**, hereinafter referred to as the "Lessee".

In consideration of the mutual covenants and promises herein contained, and with the intention to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

LEASED PREMISES

1. The Lessor hereby leases to the Lessee, effective September 1, 2008, and subject to the terms and conditions of this Lease, hereinafter referred to as the "Lease", certain portion of the Regional Skill Center Building consisting of 4800 square feet of the first floor with appropriate access, commonly known as a portion of the Regional Skill Center Building located at 8500 Oliver Road, Erie, Pennsylvania, hereinafter referred to as the "leased premises".

2. The Lessee shall have the right to use the leased premises for the Erie County Transition Center.

ARTICLE II

TERM OF LEASE

The initial term of this Lease shall commence on September 1, 2008, for a period of three (3) years until the 31st day of August, 2011. This Lease may be renewed on a yearly basis after the initial term.

ARTICLE III

RENT AND UTILITY CHARGES

1. The Lessee shall pay rent in the amount of \$_____. Invoices will be issued monthly. Payment must be submitted within 30 days of receipt of the invoice. Rent shall be adjusted based upon utility costs and charges, if the Lease is renewed by the Parties.

2. The Lessor shall throughout the term of this Lease, pay or cause to be paid all charges (including any assessment for improvements) incurred on and after commencement of the initial term of this Lease for gas, electricity, light, heat, power, telephone, sewer and water rent or charges, or other services used, rendered or supplied to the Lessee in connection with the leased premises. The Lessor shall be responsible for the cost of such charges incurred by or

services used, rendered or supplied to the Lessor prior to commencement of the initial term of this Lease.

ARTICLE IV

INSURANCE

1. The Lessor shall, throughout the term of this Lease, keep constantly insured at its full insurable value against loss or damage by fire, windstorm, lightening, riot, civil commotion, malicious mischief, vandalism and those perils included from time to time in the so-called extensive coverage insurance endorsement, the buildings and improvements including the leased premises.

2. The Lessee shall also be responsible for insuring all property which may be stored in or upon the leased premises.

3. The proceeds of the policy of insurance provided for in Paragraph 1 hereof shall be payable to the Lessor.

4. The Lessee shall, throughout the term of this Lease, maintain sufficient insurance in amounts proper (not less than \$1,000,000 per person/\$1,000,000 per occurrence) to protect the parties with respect to general public liability and property damage caused by virtue of the Lessee's use or occupancy of the leased premises. Such policies, by their terms, shall indemnify the Lessor and the Lessee as their respective interests may appear and the Lessee shall provide evidence thereof to the Lessor.

5. The cancellation of the insurance required hereinabove shall be construed as a breach of the Lessee's covenants and warranties hereunder and the Lessor shall have the right to eject the Lessee from the leased premises without losing or waiving any of its rights hereunder.

6. Upon securing the insurance coverages required pursuant to this Article, the Lessee shall give written notice thereof to the Lessor, together with a certified copy of the applicable insurance binders. Proof shall also be given by the Lessee to the Lessor that each of the policies required pursuant to this Article expressly provides that said policy shall not be cancelled or altered without thirty (30) days' prior written notice to the Lessor.

ARTICLE V

REPAIRS AND MAINTENANCE

1. The Lessor shall at all times during the term hereof, faithfully maintain and keep in good order and repair the sewer connections, plumbing work, heating and air conditioning apparatus, gas, electric, light and water fixtures and shall pay all costs or expenses necessary for keeping the leased premises and the appurtenances thereto in such order and repair. The Lessee shall further be responsible for repairing or replacing the Regional Skill Center Building including the leased premises that are damaged as a result of the Lessee's use or negligence beyond reasonable wear and tear and acts of God. The Lessee shall further be responsible for all **infrastructure** maintenance of the leased premises. The Lessee shall not be responsible for any

cost for repairs or maintenance incurred by the Lessor prior to the commencement of the initial term of this Lease. The Lessee shall, at the expiration of the term hereof, surrender the leased premises to the Lessor in as good condition and repair as at the commencement of said term, except for reasonable wear and tear and acts of God.

2. The Lessee shall not alter, modify or improve the leased premises without receiving the prior written consent of the Lessor, at Lessee's expense and any such alterations, additions, improvements and fixtures (except trade fixtures) made or placed in or upon the leased premises shall, upon expiration of this Lease, belong to the Lessor without compensation to the Lessee. The Lessee will not permit any mechanics or other liens to be established or remain against the leased premises for labor or materials furnished in connection with any such additions, improvements, repairs, or replacements made by the Lessee. The Lessor will not permit any mechanics or other liens to be established or remain against the leased premises for labor or materials furnished in connection with any such additions, improvements, repairs, or replacements made by the Lessee. The Lessor will not permit any mechanics or other liens to be established or remain against the leased premises for labor or materials furnished in connection with any such additions, improvements, repairs, or replacements made by the Lessor.

3. The Lessor shall not be liable for any damage or injury to the leased premises or any property therein contained which may be sustained by the Lessee or any other party, whether by reason of breakage, leakage, or obstruction of water pipes, gas pipes, soil pipes or other leakage in or about the leased premises, or the condition of any buildings thereon, or any part thereof, or from any other cause arising by virtue of the Lessee's use or occupancy of the leased premises; and the Lessee shall indemnify and hold harmless the Lessor from any and all damages, liabilities and expenses arising out of any improvement, alteration or repair on said building made by the Lessee, and from any and everything whatsoever arising from or out of occupancy by or under the Lessee, its employees, agents, or servants, and from any loss or damage arising from any fault or negligence or action on the part of the Lessee, its employees, agents, or servants.

4. The Lessee will not cause, or permit to be caused, any act or practice, by negligence, omission or otherwise, that would violate any federal, state or local laws, regulations or guidelines applicable to the leased premises, now in effect or hereafter enacted, relating to environmental protection or the disposition of hazardous substances. Any violation of this covenant shall be an event of default under this Lease. The Lessee assumes sole responsibility for, and will indemnify the Lessor with respect to, the complete clean-up of any condition on the leased premises arising out of Lessee's occupancy which may adversely affect the environment, whether such clean-up is pursuant to judicial or administrative order or at the direction of the Lessor in its sole discretion. This covenant shall survive termination of this Lease.

5. The Lessee shall not be responsible for any act or practice, which occurred prior to commencement of the initial term of this Lease, that would violate any federal, state or local laws, regulations or guidelines applicable to the leased premises, now in effect or hereafter enacted, relating to environmental protection or the disposition of hazardous substances. The Lessor assumes sole responsibility for, and will indemnify the Lessee with respect to, the complete clean-up of any condition on the leased premises prior to the commencement of the initial term of this Lease which may adversely affect the environment, whether such clean-up is

pursuant to judicial or administrative order. This covenant shall survive the termination of this Lease.

6. Should the leased premises be damaged or destroyed by fire, tornado, earthquake or other catastrophe, rendering the same unfit for conduct of the Lessee's business therein, the Lessor may elect to restore or rebuild the leased premises to the condition existing before such catastrophe. Any restoration so undertaken by the Lessor shall be at the Lessor's expense and shall be completed within sixty (60) days from said catastrophe, during which time this Lease shall remain in effect. Should the Lessor elect not to restore the leased premises, or be unable to do so, then this Lease may be terminated by either party upon written notice to the other effective as of the date of the catastrophe. The Lessor shall make any election herein granted within fifteen (15) days from the happening of the catastrophe, in default of which election, the Lessee may cancel this Lease effective at the expiration of said fifteen (15) days.

ARTICLE VI

ASSIGNMENT

1. The Lessee shall not have the privilege of assigning this Lease, or subletting all or part of the leased premises.

2. The Lessor is expressly given the right to assign any or all of its interest under this Lease, provided such assignment does not unreasonably interfere with the Lessee's quiet enjoyment of the leased premises during the remainder of the term of this Lease.

ARTICLE VII

INDEMNITY OF LESSOR

1. The Lessor shall not be liable to the Lessee for any damage or injury to the Lessee or its property caused by or arising from the condition of the leased premises, or by the act or omission of occupants of any improvements hereafter located on the leased premises. Nor shall the Lessor be liable to the Lessee for any damage or injury to its property occasioned by any happening (other than the Lessor's active negligence) to or upon the leased premises, all claims against Lessor for any such damage or injury being hereby expressly waived by the Lessee.

2. The Lessee agrees that it will save harmless and indemnify the Lessor from all losses, costs, expenses, claims, causes of action, and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise, unless said loss, cost, expense, claim, cause of action, or demand arose from the Lessor's active negligence hereunder.

3. The Lessor agrees that it will save harmless and indemnify the Lessee from all losses, costs, expenses, claims, causes of action and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise arising from the Lessor's active negligence hereunder.

ARTICLE VIII

TERMINATION

Upon the termination of the Lessee's rights hereunder, the Lessee will surrender possession of the leased premises to the Lessor, together with the buildings and improvements thereon, in good condition and repair, pursuant to the obligations imposed by Article VI hereof, which premises, buildings and improvements shall thereupon revert to and become the property of the Lessor to have and to hold in fee simple, free of all claims of the Lessee, its successors or assigns.

ARTICLE IX

RIGHTS OF LESSOR

1. For purposes of determining the Lessee's performance of its covenants under Article VI hereof, the Lessor shall have the right to inspect the leased premises from time to time as deemed reasonably necessary by the Lessor throughout the term of this Lease.
2. In the event that the Lessee shall make an assignment for the benefit of its creditors, or a Receiver be appointed for the Lessee, or in case a Petition for adjudication of Lessee as a voluntary or involuntary debtor shall be filed under the Acts of Congress relating to bankruptcy and the Lessee be adjudicated a debtor thereon, or because of a petition filed voluntarily or involuntarily, for reorganization under the Bankruptcy Code, during the continuance of this Lease, without having first paid and satisfied the Lessor in full for all rent, utility or maintenance costs, which may become due and payable during said term, then this Lease shall thereupon forthwith terminate, and the Lessor shall forthwith take possession of the leased premises, but not of the right hereunder as to the remainder of the term of this Lease as shall accrue to such assignee, Trustee in Bankruptcy, Receiver or purchaser at judicial sale and the Lessor in such case shall only be entitled to the rent, utility or maintenance costs hereunder according to law.
3. On failure of the Lessee to keep all the covenants of this Lease, and such default continues for a period of fifteen (15) days, and provided that the Lessor shall have given to the Lessee ten (10) days written notice by registered mail, at the Lessee's office of the Lessor's intention to enter judgment under this clause, or to remove the Lessee from the leased premises at the termination of the same, then the Lessee hereby authorizes and empowers any attorney of any Court of Record in Pennsylvania, or elsewhere, to appear for it and confess and enter judgment for the total sum due during the term of the Lease, with or without declaration, with cost of suit and reasonable attorney's fees, release of errors, without stay of execution; and the Lessee does hereby waive and release all relief from any and all appraisement, stay and exemption laws of any state now in force or hereafter to be passed; or the Lessor may issue Landlord's warrant for collection of such rental, utility or maintenance costs in case default be not made good after such notice as aforesaid; or the Lessor at its option may proceed by action of ejectment on this Lease after default made as aforesaid, and in such case, the Lessee hereby authorizes and empowers any attorney of any Court of Record to appear for it in an amicable action of ejectment for the leased premises to be entered by the Prothonotary, and confess

judgment therein in favor of the Lessor against the Lessee for the leased premises, and authorizes the issuing of a Writ of Possession with Writ of Execution for the costs.

4. If the Lessee be in default in the performance of any of its covenants hereunder, the failure to perform which would impose financial obligation or risk on the Lessor, the Lessor may pay, perform and discharge such covenant or obligation of the Lessee and the amount or amounts so paid shall be deemed and taken as additional rent due and payable from the Lessee.

5. A determining of the term, or the receipt of rent, utility or maintenance costs after default or after judgment, or after execution, shall not deprive the Lessor of other actions against the Lessee for possession, or for damages, and no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant. The Lessor may cumulatively use any or all of the remedies herein given and those prescribed by law.

6. The Lessor shall exercise no rights accruing to the Lessor hereunder by reason of any default of the Lessee, unless prior to the exercise of such right, the Lessor shall have given ten (10) days written notice by registered mail to the Lessee, at the Lessee's office.

7. In the event that the Lessee shall breach any of the terms of this Lease and the Lessor, not being in default, shall be required to employ attorneys to protect or enforce its rights hereunder and shall prevail thereon, then the Lessee agrees to pay the Lessor's reasonable attorneys' fees so incurred.

ARTICLE X

MISCELLANEOUS

1. The terms and conditions of this Lease shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any action arising hereunder shall be brought in Erie County, Pennsylvania. The Lessor and the Lessee hereby consent and agree to personal jurisdiction in Erie County, Pennsylvania.

2. All notices required to be given under this Lease shall be given by certified or registered mail, addressed to the proper party at the last known address of said party.

3. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns (when permitted hereunder).

4. No modification, amendment or alteration of the terms of this Lease shall be binding unless the same shall be in writing, dated subsequent to the date hereof, and duly executed by the Lessor and the Lessee.

5. Time shall be of the essence for all purposes under this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

LESSOR:
ERIE COUNTY TECHNICAL SCHOOL
BY:

Secretary

President

729152

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

LESSEE:
FORT LEBOEUF SCHOOL DISTRICT
BY:

Secretary

President

729152

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

LESSEE:
NORTH EAST SCHOOL DISTRICT
BY:

Secretary

President

729152

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

LESSEE:
FAIRVIEW SCHOOL DISTRICT
BY:

Secretary

President

729152

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

LESSEE:
HARBOR CREEK SCHOOL DISTRICT
BY:

Secretary

President

729152

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

LESSEE:
GIRARD SCHOOL DISTRICT
BY:

Secretary

President

729152

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

LESSEE:
GENERAL MCLANE SCHOOL DISTRICT
BY:

Secretary

President

729152

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

LESSEE:
UNION CITY AREA SCHOOL DISTRICT
BY:

Secretary

729152

President

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be
executed by its duly authorized officers as of the day and year first above written.

ATTEST:

LESSEE:
WATTSBURG AREA SCHOOL DISTRICT
BY:

Secretary

President

729152

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

LESSEE:
IROQUOIS SCHOOL DISTRICT
BY:

Secretary

President

729152

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by its duly authorized officers as of the day and year first above written.

ATTEST:

LESSEE:
NORTHWESTERN SCHOOL DISTRICT
BY:

Secretary

729152

President

NESD

NORTH EAST

ERIE COUNTY SPECIAL EDUCATION TRANSITION PROGRAM RESOLUTION

It is hereby resolved by the Board of School Directors to approve the School District's participation in the Erie County Special Education Transition Program ("Program"). Participants in the Program agree to the following:

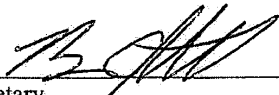
1. Approval of the construction of the Transition Center. The estimated cost of construction is \$111,000. The School District's share of the cost of construction will depend on the number of districts participating in the Program in accordance with the schedule following: 5 districts - \$22,200; 6 districts - \$18,500; 7 districts - \$15,857; 8 districts - \$13,875; 9 districts - \$12,333; 10 districts - \$11,100; 11 districts - \$10,091; 12 districts - \$9,250. The school district agrees to be responsible for any construction costs over and above the \$111,000 estimate in the proportionate share depending on the level of participation.

2. Approval of the Lease Agreement. The Lease Agreement provides for the use of 4800 square feet of space within the first floor of the Regional Skill Center building for the Program from Erie County Technical School. A draft copy of the Lease Agreement is attached.

(a) Annual rental amount will vary depending on the number of school districts participating in the Program in accordance with the following: 5 districts - \$4,169; 6 districts - \$3,476; 7 districts - \$2,978; 8 districts - \$2,606; 9 districts - \$2,314; 10 districts - \$2,085; 11 districts - \$1,895; 12 districts - \$1,738

(b) The term of the Lease Agreement shall be for three (3) years, which will be renewable on a yearly basis upon a rental amount agreeable to all parties.

The undersigned, Secretary of the Board of School Directors, does hereby certify the foregoing Resolution was duly adopted by the Board of School Directors at a meeting regularly called and duly held on 18th day of October, 2007.


Secretary

ERIE COUNTY SPECIAL EDUCATION TRANSITION PROGRAM

RESOLUTION

It is hereby resolved by the Board of School Directors to approve the General McLane School District's participation in the Erie County Special Education Transition Program ("Program"). This approval is contingent upon a Resolution committing a minimum of six school districts to this Program. Participants in the Program agree to the following:

1. Approval of the construction of the Transition Center. The estimated cost of construction is \$110,000. The School District's share of the cost of construction will depend on the number of districts participating in the Program in accordance with the schedule following: 6 districts - \$18,500; 7 districts - \$15,857; 8 districts - \$13,875; 9 districts - \$12,333; 10 districts - \$11,100; 11 districts - \$10,091; 12 districts - \$9,250. The school district agrees to be responsible for any construction costs over and above the \$110,000 estimate in the proportionate share depending on the level of participation.

2. Approval of the Lease Agreement. The Lease Agreement provides for the use of 4800 square feet of space within the first floor of the Regional Skill Center building for the Program from Erie County Technical School. A draft copy of the Lease Agreement is attached.

(a) Annual rent will vary depending on the number of school districts participating in the Program in accordance with the following: 6 districts - \$3,476; 7 districts - \$2,978; 8 districts - \$2,606; 9 districts - \$2,314; 10 districts - \$2,085; 11 districts - \$1,895; 12 districts - \$1,738

(b) The term of the Lease Agreement shall be for one (1) year, which will be renewable on a yearly basis upon a rental amount agreeable to all parties.

The undersigned, Secretary of the Board of School Directors, does hereby certify the foregoing Resolution was duly adopted by the Board of School Directors at a meeting regularly called and duly held on 17th day of October, 2007.


Secretary

It is hereby resolved by the Board of School Directors to approve the Harbor Creek School District's participation in the Erie County Special Education Transition Program ("Program"). This approval is contingent upon a Resolution committing a minimum of seven school districts to this Program. Participants in the Program agree to the following:

1. Approval of the construction of the Transition Center. The estimated cost of construction is \$110,000. The School District's share of the cost of construction will depend on the number of districts participating in the Program in accordance with the schedule following:

7 districts - \$15,857
8 districts - \$13,875
9 districts - \$12,333
10 districts - \$11,100
11 districts - \$10,091
12 districts - \$ 9,250

The school district agrees to be responsible for any construction costs over and above the \$110,000 estimate in the proportionate share depending on the level of participation.

2. Approval of the Lease Agreement. The Lease Agreement provides for the use of 4800 square feet of space within the first floor of the Regional Skill Center building for the Program from Erie County Technical School. A draft copy of the Lease Agreement is attached.

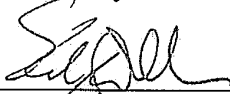
- (a) Annual rent will vary depending on the number of school districts participating in the Program in accordance with the following:

7 districts - \$2,978
8 districts - \$2,606
9 districts - \$2,314
10 districts - \$2,085
11 districts - \$1,895
12 districts - \$1,738

- (b) The term of the Lease Agreement shall be for one (1) year, which will be renewable on a yearly basis upon a rental amount agreeable to all parties.

3. Approval of the cost of a contracted Teacher. The estimated cost of a contracted Transition Program Teacher is \$60,000.00. If all participating districts agree to the need for a contracted teacher to support the Transition Program at Erie County Technical School the cost will be shared by the participating districts. The approval for this provision is contingent on the participation of a minimum of seven (7) school districts.

The undersigned, Secretary of the Board of School Directors, does hereby certify the foregoing Resolution was duly adopted by the Board of School Directors at a meeting regularly called and duly held on the 15th day of November, 2007.


Karl J. Dolak
Board Secretary

ERIE COUNTY SPECIAL EDUCATION TRANSITION PROGRAM

RESOLUTION

It is hereby resolved by the Union City Area School District Board of School Directors to approve the School District's participation in the Erie County Special Education Transition Program ("Program"). Participants in the Program agree to the following:

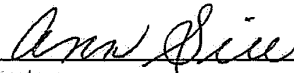
1. Approval of the construction of the Transition Center. The estimated cost of construction is \$111,000. The School District's share of the cost of construction will depend on the number of districts participating in the Program in accordance with the schedule following: 5 districts - \$22,200; 6 districts - \$18,500; 7 districts - \$15,857; 8 districts - \$13,875; 9 districts - \$12,333; 10 districts - \$11,100; 11 districts - \$10,091; 12 districts - \$9,250. The school district agrees to be responsible for any construction costs over and above the \$111,000 estimate in the proportionate share depending on the level of participation.

2. Approval of the Lease Agreement. The Lease Agreement provides for the use of 4800 square feet of space within the first floor of the Regional Skill Center building for the Program from Erie County Technical School. A draft copy of the Lease Agreement is attached.

(a) Annual rental amount will vary depending on the number of school districts participating in the Program in accordance with the following: 5 districts - \$4,169; 6 districts - \$3,476; 7 districts - \$2,978; 8 districts - \$2,606; 9 districts - \$2,314; 10 districts - \$2,085; 11 districts - \$1,895; 12 districts - \$1,738

(b) The term of the Lease Agreement shall be for three (3) years, which will be renewable on a yearly basis upon a rental amount agreeable to all parties.

The undersigned, Secretary of the Board of School Directors, does hereby certify the foregoing Resolution was duly adopted by the Board of School Directors at a meeting regularly called and duly held on 12th day of November, 2007.


Secretary

Ft. LeBoeuf

ERIE COUNTY SPECIAL EDUCATION TRANSITION PROGRAM

RESOLUTION

It is hereby resolved by the Board of School Directors to approve the School District's participation in the Erie County Special Education Transition Program ("Program"). Participants in the Program agree to the following:

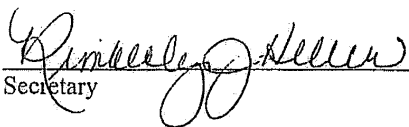
1. Approval of the construction of the Transition Center. The estimated cost of construction is \$111,000. The School District's share of the cost of construction will depend on the number of districts participating in the Program in accordance with the schedule following: 5 districts - \$22,200; 6 districts - \$18,500; 7 districts - \$15,857; 8 districts - \$13,875; 9 districts - \$12,333; 10 districts - \$11,100; 11 districts - \$10,091; 12 districts - \$9,250. The school district agrees to be responsible for any construction costs over and above the \$111,000 estimate in the proportionate share depending on the level of participation.

2. Approval of the Lease Agreement. The Lease Agreement provides for the use of 4800 square feet of space within the first floor of the Regional Skill Center building for the Program from Erie County Technical School. A draft copy of the Lease Agreement is attached.

(a) Annual rental amount will vary depending on the number of school districts participating in the Program in accordance with the following: 5 districts - \$4,169; 6 districts - \$3,476; 7 districts - \$2,978; 8 districts - \$2,606; 9 districts - \$2,314; 10 districts - \$2,085; 11 districts - \$1,895; 12 districts - \$1,738

(b) The term of the Lease Agreement shall be for three (3) years, which will be renewable on a yearly basis upon a rental amount agreeable to all parties.

The undersigned, Secretary of the Board of School Directors, does hereby certify the foregoing Resolution was duly adopted by the Board of School Directors at a meeting regularly called and duly held on 1ST day of NOVEMBER, 2007.


Secretary

747206

FOR REVIEW

3 (A1)

ERIE COUNTY SPECIAL EDUCATION TRANSITION PROGRAM

RESOLUTION

It is hereby resolved by the Board of School Directors to approve the School District's participation in the Erie County Special Education Transition Program ("Program"). Participants in the Program agree to the following:

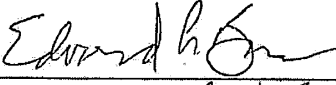
1. Approval of the construction of the Transition Center. The estimated cost of construction is \$111,000. The School District's share of the cost of construction will depend on the number of districts participating in the Program in accordance with the schedule following: 5 districts - \$22,200; 6 districts - \$18,500; 7 districts - \$15,857; 8 districts - \$13,875; 9 districts - \$12,333; 10 districts - \$11,100; 11 districts - \$10,091; 12 districts - \$9,250. The school district agrees to be responsible for any construction costs over and above the \$111,000 estimate in the proportionate share depending on the level of participation.

2. Approval of the Lease Agreement. The Lease Agreement provides for the use of 4800 square feet of space within the first floor of the Regional Skill Center building for the Program from Erie County Technical School. A draft copy of the Lease Agreement is attached.

(a) Annual rental amount will vary depending on the number of school districts participating in the Program in accordance with the following: 5 districts - \$4,169; 6 districts - \$3,476; 7 districts - \$2,978; 8 districts - \$2,606; 9 districts - \$2,314; 10 districts - \$2,085; 11 districts - \$1,895; 12 districts - \$1,738

(b) The term of the Lease Agreement shall be for three (3) years, which will be renewable on a yearly basis upon a rental amount agreeable to all parties.

The undersigned, Secretary of the Board of School Directors, does hereby certify the foregoing Resolution was duly adopted by the Board of School Directors at a meeting regularly called and duly held on 22 day of October 2007.


Secretary Assistant Board Secretary

747206

GIRARD

ERIE COUNTY SPECIAL EDUCATION TRANSITION PROGRAM RESOLUTION

It is hereby resolved by the Board of School Directors to approve the School District's participation in the Erie County Special Education Transition Program ("Program"). Participants in the Program agree to the following:

1. Approval of the construction of the Transition Center. The estimated cost of construction is \$111,000. The School District's share of the cost of construction will depend on the number of districts participating in the Program in accordance with the schedule following: 5 districts - \$22,200; 6 districts - \$18,500; 7 districts - \$15,857; 8 districts - \$13,875; **9 districts - \$12,333**; 10 districts - \$11,100; 11 districts - \$10,091; 12 districts - \$9,250. The school district agrees to be responsible for any construction costs over and above the \$111,000 estimate in the proportionate share depending on the level of participation.

2. Approval of the Lease Agreement. The Lease Agreement provides for the use of 4800 square feet of space within the first floor of the Regional Skill Center building for the Program from Erie County Technical School. A draft copy of the Lease Agreement is attached.

(a) Annual rental amount will vary depending on the number of school districts participating in the Program in accordance with the following: 5 districts - \$4,169; 6 districts - \$3,476; 7 districts - \$2,978; 8 districts - \$2,606; 9 districts - **\$2,314**; **10 districts - \$2,085**; 11 districts - \$1,895; 12 districts - \$1,738

(b) The term of the Lease Agreement shall be for three (3) years, which will be renewable on a yearly basis upon a rental amount agreeable to all parties.

The undersigned, Secretary of the Board of School Directors, does hereby certify the foregoing Resolution was duly adopted by the Board of School Directors at a meeting regularly called and duly held on 28th day of November, 2007.

Ang M. Lewis Secretary