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**COMMONWEALTH OF PENNSYLVANIA
BEFORE THE STATE BOARD OF EDUCATION**

**PA. STATE BOARD
OF EDUCATION**

In re: SPRINGFIELD SCHOOL DISTRICT	:	
PETITION TO WITHDRAW AS A	:	Docket No.
SPONSOR OF THE DELAWARE COUNTY	:	
COMMUNITY COLLEGE	:	
	:	
DELAWARE COUNTY	:	
COMMUNITY COLLEGE	:	
<i>Petitioner</i>	:	

**PETITION TO INTERVENE AND REQUEST FOR PUBLIC HEARING
OF THE DELAWARE COUNTY COMMUNITY COLLEGE**

Petitioner, Delaware County Community College, by and through its undersigned counsel, Siana Law, LLP, hereby files its Petition to Intervene and Request for Hearing as follows:

1. On July 26, 2023, Springfield School District ("Springfield"), filed a Petition to Withdraw as a Sponsor of the Delaware County Community College ("DCCC").
2. On September 13, 2023, the State Board of Education ("Board") adopted a motion establishing that it will designate a presiding officer to hold hearings as necessary to rule on Springfield's Petition.
3. As published in the October 7, 2023 Pennsylvania Bulletin, the Board has allowed the filing of written petitions to intervene and requests for a hearing on or before November 8, 2023.
4. Pursuant to the General Rules of Administrative Practice and Procedure, 1 Pa. Code § 35.28, any party claiming an interest that may be directly affected by a proceeding and is not adequately represented by existing parties and may be bound by the effect of the action taken in the proceeding is permitted to intervene in the matter.

5. Pursuant to the Public School Code of 1949, 24 P.S. § 19-1902-A(a)(3) ("Act"), the State Board of Education has the authority "to approve or disapprove petitions of school districts or municipalities applying for participation in an established community college. No petition may be approved unless it is accompanied by the consent of the governing bodies of the majority of the members of the local sponsor of the established community college to the participation of the petitioning school district or municipality."

6. Also, 24 P.S. § 19-1910-A provides "No school district or municipality which is a local sponsor or a part of a local sponsor may withdraw its sponsorship from a community college nor may any community college be disestablished without the approval of the State Board of Education."

7. On December 31, 1966, DCCC was established by an Agreement and Plan of Sponsorship and Establishment of the Community College of Delaware County ("Agreement"), a copy of which is attached to Springfield's Petition as Exhibit "A."

8. Pursuant to the Agreement, Springfield and other sponsoring school districts are obligated to pay a percentage of the College's operating and capital costs based upon an agreed-upon formula.

9. Importantly to Springfield's Petition, Section 10 of the Agreement expressly provides that the Agreement shall remain in effect until all obligations of the Sponsors relating to the financing of capital expenditures have been paid in full. Repayment of DCCC's capital expenditures, as evidenced by revenue bonds issued by Pennsylvania State Public School Building Authority are not scheduled to be repaid until October 1, 2048. Accordingly, the earliest Springfield could file a petition to withdraw pursuant to the terms of the Agreement is October 1, 2048.

10. DCCC presently receives approximately \$8.8 million dollars from the sponsoring school districts on an annual basis pursuant to the Agreement.

11. Springfield's claim that its continued sponsorship has become financially burdensome is insufficient to warrant approval of its Petition.

12. In the event the Board were to grant Springfield's Petition, the remaining school districts would be obligated to increase their respective contributions to account for the shortfall.

13. In the event the Board were to grant Springfield's Petition, it is conceivable that other sponsoring school districts would follow suit and seek to withdraw their sponsorships, in which case, approval of those petitions would result in a substantial loss of funding to DCCC in direct contravention of the letter and spirit of the Agreement.

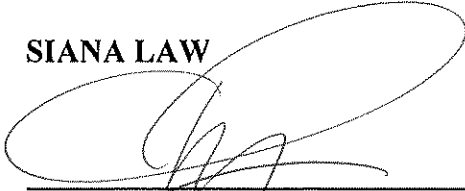
14. For the foregoing reasons, DCCC has an interest that may be directly affected by the instant proceeding and is not adequately represented by existing parties and may be bound by the effect of action taken in the proceeding; therefore, DCCC should be permitted to intervene in the matter as a party with full rights to present evidence and make argument in opposition to Springfield's Petition.

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WHEREFORE, Delaware County Community College respectfully requests that the Board grants its Petition to Intervene in this matter and schedules a public hearing to consider Springfield School District's Petition to Withdraw its Sponsorship, together with evidence and argument submitted by DCCC.

Date: 10.23.23

SIANA LAW

By: 

Christopher P. Gerber, Esquire, I.D. #76449
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CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon all parties of record in this proceeding in accordance with the requirements of 1 Pa. Code §33.32 via first class mail to:

Matthew J. Bilker, Esquire
Eckell, Sparks, Levy, Auerbach, Monte,
Sloane, Matthews, and Auslander, P.C.
300 West State Street, Ste. 300
Media, PA 19063

Counsel for Springfield School District

SIANA LAW

Date: 10.23.27

By: /s/ Christopher P. Gerber
Christopher P. Gerber, Esquire, I.D. #76449
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AGREEMENT AND PLAN OF SPONSORSHIP AND
ESTABLISHMENT OF THE COMMUNITY COLLEGE
OF DELAWARE COUNTY

ARTICLES OF AGREEMENT made and entered into this 31st day of December A.D. 1966, by and between certain School Systems and School Districts of Delaware County, Pennsylvania, which are parties signatory hereto, and which are hereinafter referred to as "SCHOOL DISTRICTS."

WITNESSETH:

WHEREAS the Boards of School Directors of said School Districts desire to provide the best possible educational opportunity for the pupils of their Districts and in Delaware County; and

WHEREAS, it has been ascertained that there is a definite need for the establishment of a Community College in Delaware County; and

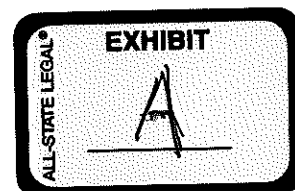
WHEREAS, said School Districts have agreed to undertake the sponsorship of a Community College in Delaware County; and

WHEREAS, said School Districts have prepared and approved the plan for a Community College as herein set forth and join in seeking the approval of the same by the State Board of Education in accordance with the provisions of the "Community College Act of 1963" as amended and supplemented. (Act of 1963 Aug. 24, P.L. 1132 as amended)

NOW, THEREFORE, IT IS AGREED between and among the respective School Districts signatory hereto as follows:

1. The SCHOOL DISTRICTS do hereby approve the plan for a Community College in Delaware County and do hereby agree to jointly submit said plan to the State Board of Education for its approval. The name of the proposed Community College shall be the "COMMUNITY COLLEGE OF DELAWARE COUNTY."

2. The affairs of the Community College as herein provided shall be administered and supervised by a Board of Trustees, fifteen (15) in number. Said Trustees shall have all the powers vested in the Board of Trustees of a Community College as provided in the Community College Act of 1963 as amended, and they shall be elected in the manner provided in said Act,



3. The SCHOOL DISTRICTS shall, before the commencement of each fiscal year, adopt and approve a budget, including both operating costs and capital expenses for the Community College for the ensuing fiscal year. Each fiscal year shall end June 30.

4. Every year during the time this agreement is in effect, each of the SCHOOL DISTRICTS shall pay to the Trustees of the Community College its proportionate share of the operating and capital costs, to be expended by the Trustees and which do not exceed the amounts contained in the budget of the Community College adopted and approved by the SCHOOL DISTRICTS. Each district's proportionate share of the operating costs and capital costs shall be based on the ratio that its market valuation of real estate (as determined by the most recent figures of the State Tax Equalization Board) bears to the total market valuation of all real estate of all of the SCHOOL DISTRICTS parties signatory hereto (as determined by the most recent figures of the State Tax Equalization Board). It is understood and agreed that operating costs shall be furnished as follows:

- (a) One-third (1/3) thereof by the Commonwealth of Pennsylvania up to a maximum contribution of \$333.33.
- (b) One-third (1/3) thereof by the resident pupil attending the college, and the charge made to each resident pupil shall be known as the normal tuition charge and shall be computed according to law and to the policies, standard rules and regulations of the State Board of Education.
- (c) The balance thereof by the School Districts, provided, however, that in the case of a pupil who is not a resident of a school district which is a local sponsor, such non-resident pupil shall pay twice the normal tuition charge plus such additional amounts, including but not limited to the sharing of capital costs as the Local Sponsors and the Trustees may assess in accordance with the rules and regulations of the State Board of Education.

It is understood and agreed that capital expenses, exclusive of monies received from the United States Government, shall be furnished one-half by the SCHOOL DISTRICTS and one-half by the Commonwealth of Pennsylvania.

5. In adopting and approving the annual budget, the SCHOOL DISTRICTS shall act severally at their respective board

meetings and certify the results thereof to the Trustees. The budget shall be approved and adopted by a vote of two-thirds of all of the constituent Boards. The vote of any constituent Board shall be determined by a majority vote of all of the School Directors comprising such constituent Board. In addition, approval of the budget shall require a majority vote of all of the School Directors of all of the constituent Boards. It is hereby agreed that the budgets so approved and adopted shall be binding upon each such School District notwithstanding that a particular District or Districts may have voted against approving and adopting the same.

6. The Board of School Directors of each School District does hereby agree to annually levy taxes on subjects of taxation as prescribed by law in such School District, for the purposes of establishing, operating and maintaining the Community College, as herein provided, and within the limitations set forth in the Community College Act of 1963, as amended and supplemented.

7. Each of the constituent Districts does hereby agree to make equal quarterly advance payments to the Trustees on account of its proportionate share of net operating and capital costs as based on estimated figures. At the end of each fiscal year, an adjustment of accounts of the Trustees shall be made, at which time the actual cost of the said Community College shall be determined, and the amount of actual contributions and shares of required funds and proportionate part of said cost of said Community College due from each District shall be determined. If any of the said constituent Districts may have contributed more than its proper share of the said costs, the same shall be credited to next year's cost and any amount due by any of said Districts shall be forthwith paid by the School District to the Trustees.

8. SCHOOL DISTRICTS do hereby agree to cooperate in the borrowing of necessary capital funds from the State Public School Building Authority or from a Municipality Authority to be formed for the purpose of acquiring, building and operating facilities for the Community College of Delaware County.

9. It is understood and agreed that this agreement shall become effective, if by December 31, 1966, Resolutions shall have been adopted by School Districts representing at least fifty per cent (50%) of the total market valuation of Delaware County, as determined by the 18th Annual Certification of the Pennsylvania State Tax Equalization Board of June 30, 1966, and also by Districts representing at least fifty per cent (50%) of the total general population of Delaware County as determined by the last decennial census. In case a sufficient number of districts in accordance with the foregoing conditions have not so approved, this agreement shall become null and void; provided, however, that nothing herein shall prevent districts which had approved to con-

sider alternative proposals based on revised estimates for their districts, after which time such Districts may decide to approve a new agreement or decline to do so.

10. This agreement shall become effective upon approval of the State Board of Education and the election of a Board of Trustees according to law, and shall remain in effect until all obligations incurred by the constituent Boards in financing the construction of a Community College, 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, the term of this agreement may be extended as agreed by the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this agreement to be signed by the respective Presidents or Vice Presidents and attested by the respective Secretaries or Assistant Secretaries, and their corporate seals affixed as of the day and year first above written,

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF ALDAN

Attest Norman E. Robinson
Secretary

By Hyde A. Mansfield
President

BOARD OF SCHOOL DIRECTORS OF THE TOWNSHIP OF BETHEL

Attest William H. Palmer
Secretary

By Martha L. Dyer
President

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF CLIFTON HEIGHTS

Attest Charles H. H. H. H.
Secretary

By Richard B. B. B.
President

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF COLWYN

Attest Robert B. B. B.
Secretary

By James A. A. A.
President

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF DARBY

Attest Harmon V. Atkinson Secretary By Sam J. Lersch President

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF EAST LANSDOWNE

Attest Fredrick A. Rasmussen Secretary By Ellis J. Trill President

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF GLENOLDEN

Attest Frederick W. Rasmussen Secretary By Henry H. Rasmussen President

BOARD OF SCHOOL DIRECTORS OF THE TOWNSHIP OF HAVERFORD

Attest Ellenwood Hughes Secretary By Edna T. Haverford President

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF LANSDOWNE

Attest Margaret Haverford Secretary By Robert H. Haverford President

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF MORTON

Attest Paul C. Ballard Secretary By Mervin Shvus President

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF NORWOOD

Attest W. Harnish Secretary By Carl H. Harnish President

BOARD OF SCHOOL DIRECTORS OF THE TOWNSHIP OF RADNOR

Attest Claude B. Kelly Secretary By Robert J. Williams President

BOARD OF SCHOOL DIRECTORS OF THE RIDLEY SCHOOL DISTRICT

Attest Christine L. Chavis Secretary By Charles R. Pugh President

BOARD OF SCHOOL DIRECTORS OF THE ROSE TREE MEDIA SCHOOL DISTRICT

Attest John L. Lunsford Secretary By Robert A. Lunsford President
John L. Lunsford
President as of November 23, 1966

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF SHARON HILL

Attest Joseph J. Brown Secretary By F. A. G. G. G. President

BOARD OF SCHOOL DIRECTORS OF THE SWARTHMORE-RUTLEDGE UNION SCHOOL DISTRICT

Attest John H. H. H. H. Secretary By W. F. H. H. H. President

BOARD OF SCHOOL DIRECTORS OF THE TOWNSHIP OF SPRINGFIELD

Attest Elizabeth A. Brown Secretary By Richard D. Carter President

BOARD OF SCHOOL DIRECTORS OF THE TOWNSHIP OF UPPER DARBY

Attest Alfred G. G. G. Secretary By W. F. H. H. H. President

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF YEADON

Attest John P. G. G. Secretary By W. F. H. H. H. President

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF COLLINGDALE

Attest John H. [unclear] Secretary By Raymond C. Southwick President

BOARD OF SCHOOL DIRECTORS OF THE BOROUGH OF PROSPECT PARK

Attest William R. [unclear] Secretary By Hyden Mackinnon President