

TRI STAR ADVISORY REFERRAL # 123

TO: Tri Star Superintendents

RE: Advisory Council Referral Items for Approval / Disapproval

FR: Tim Buschur and Tri Star Advisory Council Members

Council Meeting Date: 4-28-2016

Explanation of Referral Item: To approve a new five (5) year Tri Star Career Compact Agreement. This will begin September 1, 2016 and run through July 31, 2021. This is mandated by the Department of Education.

This section is to be completed by the local superintendent.

1. Date of local board meeting that above item was acted upon: _____

2. Local board action: _____ Approved _____ Disapproved

3. Local board comments: _____

Superintendent's Signature: _____ Date: _____

School District: _____

Return the completed form to:
Tim Buschur - Tri Star
585 E. Livingston St.
Celina, OH 45822

TRI STAR CAREER COMPACT AGREEMENT

This agreement made this **1ST day of September 2016**, by and among the undersigned Boards of Education of the St. Marys City School District (Auglaize County, Ohio), Coldwater Exempted Village School District (Mercer County, Ohio), and Celina City School District (Mercer County, Ohio). With and among the undersigned Boards of Education of New Knoxville Local Schools (Auglaize County, Ohio), New Bremen Local Schools (Auglaize County, Ohio), Minster Local Schools (Auglaize County, Ohio), Marion Local Schools (Mercer County, Ohio), St. Henry Consolidated Local Schools (Mercer County, Ohio) and Ft. Recovery Local Schools (Mercer County, Ohio), constitutes a revised agreement and supersedes the original Tri Star Career Compact dated March 31, 1983 and September 1, 2006, and September 2011.

WITNESSETH:

WHEREAS, The Ohio Revised Code Section 3313.90 has declared that each school district, or a combination of districts, shall establish and maintain a career technical education program in accordance with standards adopted by the State Board of Education and:

WHEREAS, A qualifying partnership that is a group of city, exempted village, or local school districts that are part of a career-technical education compact and have entered into an agreement for joint or cooperative establishment and operation of a science, technology, engineering, and mathematics education program under section 3313.842 of the Revised Code.

WHEREAS, St. Marys, Celina, and Coldwater Boards of Education are in a position to utilize and/or expand their facilities to make available to the students of their districts as well as the new school districts, a number of career technical opportunities and experiences which the districts collectively are able to provide and:

WHEREAS, the original three districts collectively intend to provide the following job training opportunities: Agriculture and Environmental Systems, Arts and Communication, Business and Administrative Services, Construction Technologies, Education and Training, Engineering and Science Technologies, Health Science, Information Technology, Manufacturing Technologies, Marketing, Transportation Systems and Career Based Intervention.

NOW THEREFORE, it is mutually agreed that the said participating school districts shall adhere to the following:

SECTION I, ADVISORY COUNCIL: The Boards of Education of the St. Marys City School District, the Coldwater Exempted Village School District, and the Celina

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City School District shall each appoint two people to the Advisory Council. **Three** people shall be appointed as representatives to the Advisory Council to represent the three local school systems in Auglaize County, and three people shall also be appointed as representatives to the Advisory Council to represent the three local school districts in Mercer County. Appointments will be for a period of two years. Appointments of the representatives

from Auglaize and Mercer County will commence with the effective date of this revised agreement.

In-term vacancies shall be filled by an appointment by the respective Board of Education and will fill the remaining term of the original appointment.

In-term vacancies effecting respective counties shall be filled by a representative agreed to by the respective Boards of Education in that county and the appointee will fill the remaining term of office. There is no limit to the number of terms to which a person may be appointed.

The chairperson, career technical director or three (3) members of the Advisory Council may call a meeting by serving a written notice of the time and place of such meeting upon each member of the board at least two days prior to the date of such meeting. Such notice must be signed by the official or members calling the meeting.

The appointed Advisory Council shall meet a minimum of six times per year, and annually shall select a chairperson of the Council. The chairperson shall act in a leadership role in conducting all meetings, but will not be a voting member of the Council except in the case of a tie vote. Each district's superintendent or designee shall serve in an ex-officio capacity for all meetings and the Director or designee shall appoint an Advisory Council secretary.

The quorum to operate a meeting shall consist of six (6) Advisory Council members and the designated, member chairperson. Passage of any proposal, to be recommended to the boards, is by a majority of voting members present. The quorum for the amendment of the agreement, program alterations and expansion of facilities and equipment funding, requires seven (7) favorable votes.

It is to be understood that the Advisory Council serves at the discretion of the District Boards of Education for all participating school districts and is not responsible to serve the electorate in a legal capacity.

Each respective superintendent shall be responsible for recommending to each Board of Education those proposals acted upon by the Council.

When a proposal affects any aspect of the original Tri Star Career Compact Agreement, equipment, program, (programs in effect at the end of the 1984-85 school year), or facilities in a manner which would cause any change or deletion in the aforementioned areas, all three original Boards of Education must agree to the proposal. -2-

If a proposal affects matters related to the agreement, equipment, facilities, and programs brought into existence after the formation of this compact, passage of any proposal shall be by a two-thirds favorable acceptance of all Boards of Education. Proposals thus approved shall become the policies and guidelines for the day-to-day operation of the Tri Star Career Compact which encompasses all participating schools.

It is to be understood that all junior-senior level career technical courses offered by each of the participating school districts shall be part of and operated under the guidelines of this Tri Star Career Compact agreement.

When a problem arises which cannot be resolved through the Advisory Council channel, the Career Technical Director will call a meeting of the participating superintendents. Alternatives proposed by the superintendents shall be referred back to the Advisory Council.

MEETINGS:

Superintendents from Celina City Schools, Coldwater Exempted Village Schools and St. Marys City Schools will meet in August, November, February and May of each school year. All nine participating schools superintendents will meet each year in November, February and May.

SECTION II. PHYSICAL FACILITIES AND EQUIPMENT. The members of the Tri Star Compact will provide their own shared facilities for the operation of the freshman and sophomore career technical agriculture program, junior and senior farm management. Ft. Recovery Local, Minster Local, Marion Local and New Bremen Local may continue to operate their agri-business program.

Under the intent and guidelines of this section, the following programs may be shared among the districts listed:

- A. Marion, St. Henry and Ft. Recovery and Coldwater Exempted Village Schools
Farm Management
Agri-Business
- B. Minster, New Bremen, and New Knoxville
Farm Management
Agri-Business

No new programs shall be put into effect without prior approval of the Tri Star Advisory Council, Local School Boards, and the Career-Technical Office.

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It will be the responsibility of the St. Marys City School District, the Celina City School District, and the Coldwater Exempted Village School District to make available the necessary facilities and equipment for the career technical programs which will provided within the terms of this agreement.

Any additional programs which would involve an expansion or an addition of facilities and equipment will take place at one of the original (Celina, Coldwater or St. Marys) Tri Star sites unless an unforeseen circumstance requires consideration of another site. If it is necessary to select another site, other than Celina, Coldwater, or St. Marys, it is done with the recommendation of the Advisory Council and approval of member school boards. The original three schools must all approve of the change. The

recommendation for this expansion is under the recommendation of the Advisory Council and approval of member school boards.

It is recognized that the districts of Celina, Coldwater and St. Marys had initial investment cost in both construction and equipment to provide for expanded career technical programs under the 1983 compact. It is also recognized that expansion of the compact to include the new school districts may or may not necessarily require additional construction and/or equipment at the time of this agreement. It is further recognized that the inclusion of the new districts will require up to a two (2) year phase-in period.

To provide equity regarding buildings and equipment, the new school districts will place into a capital fund a per pupil amount equal to the original average per pupil collective investment of all Tri Star school districts. Management of the money in this fund for investment purposes will be at the discretion of the fiscal agent for Tri Star. The purpose of the capital fund will be to permit the expenditure of money for facilities and equipment. This equipment and these facilities will be purchased for the addition, expansion and/or modification of programs which are necessary in order to accommodate the total Tri Star curricular offerings as well as the students in all participating school districts. Capital funds will also be invested and serve to replace outdated equipment or to make modification in facilities in future years.

The amount of this capital fund will be based on the following variables:

1. The amount of cash expended on new equipment and facilities for the Tri Star program since its inception less the amount of career technical matching funds.
2. Plus the amount of cash expended on used equipment and remodeling facilities for the Tri Star program since its inception less the amount of career technical matching funds

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3. Plus the market value of prorated building space and equipment used for Tri Star programs provided by the school systems of Celina, Coldwater and St. Marys, less the amount of career technical matching funds provided to each of the three original school districts.

The capital fund calculation shall not include the cost of donated equipment but shall include the cost of the acquisition and preparation for operation of the donated equipment.

4. The local cost of all member districts thereby determined shall be divided by the aggregate total enrollment of these districts to obtain the average per pupil collective investment.
5. The total enrollment of the new district shall be multiplied by the per pupil amount calculated in item 4 above to establish the total building and equipment charge for that district.
6. Use of this capital fund account shall be as outlined in Section IV.

7. Any district providing Tri Star services that wishes to discontinue the use of any facilities shall obtain approval from the Advisory Council. The Advisory Council may require that the market value of the facility be considered.
8. An escrow capital fund account shall be established by the fiscal agent and all payments shall be made to and entered into this account along with any interest earned therefrom.
9. Request for payment from the capital fund account shall be made in writing to the Director. The Director shall bring the request to the Advisory Council for consideration if the amount requested exceeds **\$7,500**. Request for less than **\$7,500** shall be handled by the Director of Tri Star Career Technical Education Programs.
10. In the event that all monies in the capital fund account are expended, each member will contribute a yearly amount based on each member district's total ADM (K-12). The amount of the yearly contribution shall be agreed to by two-thirds of the member districts.

SECTION III: MANAGEMENT AND OPERATION OF CAREER TECHNICAL BUILDINGS, FACILITIES AND PROGRAMS. Subject to the provision of the agreement and applicable laws, each of the original three Tri Star School Districts shall have full charge of the management, administration, and operation of the Tri Star career technical building, facilities and programs conducted therein.

Each of the original Tri Star School Districts shall administer and operate the buildings, facilities, and programs within applicable standards of the State Board of Education adopted according to law and relevant to programs and services for career technical education.

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Each of the original three participating districts will be responsible for a cluster of offerings/units, and shall make application for approval of same through the Division of Career Technical Education, State of Ohio.

Along with the scheduling of the program, facilities, and instructors for the Tri Star program, there should be an agreed upon common school calendar adopted by the Tri Star Advisory Council for the year. However, if a district deviates from the common calendar, it will be that district's responsibility to have its' students in attendance according to the common calendar.

SECTION IV: ADDITION OF FACILITIES. In the event that the number of eligible students seeking placement in one or more courses of all of the participating school districts exceeds the full capacity of the course as determined by the receiving school district, the receiving school will notify the Advisory Council.

The Advisory Council will undertake a study to consider the advisability of enlarging the existing facilities or providing additional facilities

on a basis to be agreed upon at that time. To be considered are the number of eligible students in each participating school district relative to the total number of eligible students in all of the participating school districts.

The cost of expansion shall utilize the capital funds account for this purpose. Expenditures from the capital funds shall be upon the recommendation of the Advisory Council and the approval of two thirds of the participating school districts. This two thirds shall include all three original school districts. If the expansion is in one of the other districts, it needs the approval of that district.

SECTION V: PLACEMENT OF STUDENTS. The following procedure for placement of students will be used to determine placement.

A. Eligible students who reside in a member school district must make application on a standard application form to the Office of the Director of the Tri Star Career Technical Program by a date in the preceding school year to be established each year. On the application, the student will be requested to prioritize the courses in which they wish to enroll.

B. Placement of Students shall read as follows:

“ The criteria for selection of eligible students into the respective programs, based on the application being submitted, will be as follows:

1. High School attendance record will be counted as 70% of the selection criteria for placement of students. Attendance includes missed days and tardies (three tardies = one day absent).
2. High school grade point average will be counted as 30% of the selection Criteria for placement of students.

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3. Items (1) one and (2) two above will be used to calculate a ranking score. This score will be used to establish the respective class rosters.

4. The recommendation of the home school guidance counselor.

5. Students will need to have earned nine (9) credits, by the end of their sophomore year, to be accepted into a Tri Star program. An appeal can be made under extenuating circumstances.

C. The final judgment as to what students are enrolled in the various programs will be based on the above criteria and will be made by the director of the Tri Star Career Technical Program.

D. All eligible students participating in the junior level of a two year program will be allowed priority enrolling in the senior program.

E. Home schooled students can apply under the following conditions: 1. The student needs to be enrolled at one of the nine Tri Star schools. 2. The student will be added after the initial application period, only if there is an opening in their program of choice. 3. The student will

need to take an achievement test, as approved by Tri Star.

- F. Charter Schools/Academy Schools – Tri Star will accept students from these schools under the following conditions: 1. The student needs to be living in one of the nine Tri Star school districts. 2. The student will be added after the initial application period, only if there is an opening in that program. 3. The student will need to take an achievement test, as approved by Tri Star Career Compact. 4. The Charter School/Academy School will have to pay the annual service fee and excess cost fee. In addition, state funding will follow the student to Tri Star for the part of the day he/she attends Tri Star.

SECTION VI: OPERATING COSTS

Operating costs. Operating costs are identified as the day-to-day costs of operating the programs, including such areas as salaries, supplies, utilities and others as agreed upon by the nine superintendents of the participating school districts.

- A. Excess costs are those operating costs that exceed the operating funds generated by the service fee and state and/or federal funds. The funds for paying operational costs are to be generated from three sources. These are the service fee, state and/or federal funds and donations, and excess cost funds.
- B. Service Fee. A service fee is charged to a district on the basis of the following criteria:

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1. A service fee of six hundred fifty dollars (\$650) per pupil is charged to every pupil enrolled in a Tri Star Program. The service fee for each student attending Tri Star classes in another district shall be paid to the Tri Star Compact fiscal agent. The fiscal agent will distribute these per pupil service funds to each district of attendance. This distribution is included in operating funds.

2. A service fee of six hundred fifty dollars (\$650) per pupil shall be assessed for students attending a Tri Star program at their home school, for non-duplicated programs. The service fee for the students attending Tri Star in their home school shall be calculated and the amount included in operating funds. Calculation of either of the service fee amounts mentioned above shall be based on the number of students enrolled in non-duplicated Tri Star Career Technical classes during the first full week of September. Districts will each guarantee a minimum service fee of \$650.00 for ten per cent (10%) of the total number of junior and senior students. If as described above, any district that sends less than ten per cent (10%) to Tri Star, the extra service fee paid for students

in excess of the number in attendance will be distributed to the three original schools. The percentage of distribution is based on the total number of Tri Star vocational units in operation at that respective school as recorded on the current PASS Form, or its equivalent, divided by the total number of units in operation at St. Marys, Coldwater, and Celina. This distribution is included in operating funds.

3. State and/or Federal funds. State and/or federal funds and donations are those funds that are provided to Tri Star by any source not for building or equipment. State and/or federal funds are normally, but not always provided by the state on a monthly basis in the foundation program payment.

C. Excess Costs. Each year the participating schools shall establish excess cost per pupil.

Excess Costs calculations: Total excess costs for all Tri Star programs offered at Coldwater, St. Marys and Celina, that are non-duplicated, is divided by total Tri Star F.T.E. in each program. This equals cost per F.T.E. in that program, which is cost factor E.

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Each district's F.T.E. in each program, based on October F.T.E., is multiplied by excess costs factor (E), which determines the individual districts' excess costs for that program.

Categories: Agriculture and Environmental Systems, Arts and Communication, Business and Administrative Services, Construction Technologies, Education and Training, Engineering and Science Technologies, Health Science, Information Technology, Manufacturing Technologies, Marketing, Transportation Systems and Career Based Intervention.

D. Payments. Payments are to be made to the fiscal agent based upon a cost estimate established by the participating districts. The payment schedule is as follows:

November - Reserve Capital and Service Fee #1
January - Excess Costs #1
March - Excess Costs #2 and Service Fee #2

E. The Tri Star Agreement specifically explains how service fees are calculated for purposes of excess costs. At present, the Tri Star Agreement states that the following is used to calculate service fees:

1. The service fee is \$650.00. Minimum cost for a district will be 10% of the junior/senior A.D.M.

2. If service fees generate excess funds for the current year, these funds can be carried over to the next fiscal year to lower service fees or excess costs for the

following year. The amount credited to each school will be based on the number of students from that district during the year of excess funds. The director will get approval from the superintendents.

3. Special Education Reimbursement: Tri Star Career Compact will reimburse any state special education weighted funding to the resident school district, not utilized by Tri Star, when the resident school provides services for the student at Tri Star. Funding will be reimbursed for category three special needs students and above.

RESERVE CAPITAL FUND (R.C.F.)

F. Tri Star Compact member districts will contribute **\$8.00 per student**

The count of students used to determine the contribution of each district's annual Reserve Capital Fund contribution will be its previous fiscal year's three-Year Average Formula ADM or its closest equivalent enrollment figure if this specific data is no longer available. The R.C.F. will be maintained and invested by the compact fiscal agent.

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G. The R.C.F. is to be established with a share/value system. Each eight/six dollar contribution equals one (1) share. In the event that the R.C.F. would no longer be needed, the R.C.F. would be dispersed as follows: the total number of payments in shares would be divided into the account balance which would equal eight/six (8/6) dollars plus accrued interest from investments. Each district would receive a refund from the R. C. F. based on the district's total number of paid shares times the value of each share at the time of dispersal of the account.

H. The balance of the R.C.F. will be reviewed by the Tri Star Advisory Council when the following occurs:

- a. The R.C. F. account totals one million dollars (\$1,000,000.00).
- b. A capital expense develops that could deplete the accounts.

I. Any adjustments or moratoriums on contributions, dispersals of, or withdrawal from the R.C. F. requires advisory council approval and approval by two-thirds of the compact's member district boards of education.

SECTION VII. TRANSPORTATION. Transportation shall be the responsibility of each student's district of residence. Where there is a need to shuttle students between Celina, Coldwater, or St. Marys, the transportation will be provided by one of the original three school districts, if space is available.

SECTION VIII. ADMENDMENTS. This agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment of supplement by seven Advisory Council members, then by the Boards of Education of at least

two-thirds of the participating school districts, and final by the Superintendent of Public Instruction of the State of Ohio.

Then such amendment, modification, or supplement shall therefrom become binding upon all participating school districts.

SECTION IX. TERMS OF AGREEMENT. This agreement shall continue in force and effective for five years and shall be renewable thereafter upon mutual agreement of all of the districts for additional periods of up to twenty years each.

EXPLANATION OF ITEMS IN OPERATING COSTS

I. Direct

- A. Administrative: Includes salaries, benefits, and office expenses of the Tri Star offices. Also includes travel, conferences, etc.
- B. Teachers: Salaries and fringes charged are to be based upon the portion of the teacher's day spent in Tri Star instruction. Daily instruction time would not include preparation time.

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For example; on a six-period day, if a teacher teaches three Tri Star, one regular class, one study hall, and one preparation period, that teacher would be figured $\frac{3}{5}$ Tri Star and $\frac{2}{5}$ regular.

On a seven-period day with four periods of Tri Star, the split would be $\frac{4}{6}$ Tri Star, $\frac{2}{6}$ regular. Full-time Tri Star teachers would be counted as 1.0. Cost of substitute teachers included. Miscellaneous includes all stipends.

- C. Supplies: Items needed for day to day instructional use not purchased by the students.
- D. Textbooks: Audio-visual equipment, books, teaching materials, etc., considered to be non-consumable.
- E. Purchased Services: Includes repair, professional leave, rentals, mileage, and maintenance agreements.
- F. Other: Includes severance, early retirement, incentive plans, field trips, equipment purchased with monies other than capital fund. Utilities may be included here if directly billed.

II. Indirect Costs *

- A. Administrative: Overall administration for the entire school district. (Includes salaries, fringes, etc.)
- B. Fiscal Services: Activities concerned with fiscal services of the school district. (Example: Treasurer's office.)
- C. Maintenance, Operation, & Utilities: The maintenance, operation, and utilities for the entire district.

* A proportion determined by dividing the sum of the vocational instructional use levels (F.T.E.'s) by the total classroom certified personnel (F.T.E.), (e.g. 6.43, vocational instructional

use ÷ 120.63, total classroom teachers = 5.33%). This would be used to calculate the proportional part of the indirect costs. Total costs of the above areas based on current district report #4502.

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TRI STAR CAREER COMPACT AGREEMENT

September 1, 2016 – July 31, 2021
(revised July 2016)