

**TRI STAR ADVISORY REFERRAL # 134**

**TO:** Tri Star Superintendents

**RE:** Advisory Council Referral Items for Local Boards of Education to Approve / Disapprove

**FR:** Tim Buschur and Tri Star Advisory Council Members

**Council Meeting Date:** 1/5/2023

**Explanation of Referral Item:** To approve newly amended Tri Star agreement. The new agreement will go from February 1, 2023 through June 30, 2027.



This section is to be completed by local superintendent.

1. Date of local board meeting that about item was acted upon: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

2. Local board action:            Approved            Disapproved

3. Local board comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Local Superintendent Signature / Date

Return this completed form to:  
Tim Buschur – Tri Star  
7655 State Route 703  
Celina, OH 45822

1/5/23

# TRI STAR CAREER COMPACT AGREEMENT

[February 1, 2023]-June 30, 2027

## TRI STAR CAREER COMPACT AGREEMENT

This agreement (“**Agreement**”) is made this \_\_\_ day of [February 1, 2023] by and among the undersigned Boards of Education of the St. Marys City School District (Auglaize County, Ohio) (“**St. Marys**”), Coldwater Exempted Village School District (Mercer County, Ohio) (“**Coldwater**”), Celina City School District (Mercer County, Ohio) (“**Celina**”), New Knoxville Local School District (Auglaize County, Ohio) (“**New Knoxville**”), New Bremen Local School District (Auglaize County, Ohio) (“**New Bremen**”), Minster Local School District (Auglaize County, Ohio) (“**Minster**”), Marion Local School District (Mercer County, Ohio) (“**Marion**”), St. Henry Consolidated Local School District (Mercer County, Ohio) (“**St. Henry**”) and Fort Recovery Local School District (Mercer County, Ohio) (“**Fort Recovery**” and, collectively the “**Tri Star School Districts**”), constitutes a revised agreement and supersedes the original Tri Star Career Compact agreements dated March 31, 1983, September 1, 2006, September 1, 2011, September 1, 2016 and August 1, 2019. The term of this Agreement shall be from [February 1, 2023] through June 30, 2027, unless amended prior to that termination date pursuant to Section XVI hereof.

WITNESSETH:

WHEREAS, Ohio Revised Code Section 3313.90 provides 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, the Tri Star School Districts have entered into this Agreement to continue to provide career-technical education to the eleventh and twelfth grade students of the Tri Star School Districts through the Tri Star Career Compact; and

WHEREAS, the scope of the education programs will be a minimum of five percent (5%) of the eleventh and twelfth grade enrollment from the previous year; and

WHEREAS, the Tri Star School Districts are a Qualifying Partnership within the meaning of Section 3318.71 of the Ohio Revised Code and have issued the Tri Star Career Compact Classroom Facilities Bonds, Series 2016, dated January 19, 2017 (the “**Bonds**”) pursuant to Section 5705.2113 of the Ohio Revised Code and a vote of the electors of the Qualifying Partnership at an election held on August 2, 2016, the proceeds of such Bonds provided funding for the acquisition of classroom facilities and necessary appurtenances, including land acquisition (the “**Project**”); and

WHEREAS, in order to facilitate the issuance of the Bonds and in the furtherance of the Project, the Tri Star School Districts entered into a Cooperative Agreement, dated as of January 19, 2017 (the “**Cooperative Agreement**”); and

WHEREAS, beginning August 1, 2019, the Tri Star Career Compact made the majority of its programs available to students at one location (“**Tri Star**”); and

WHEREAS, the Tri Star Career Compact will provide the following career technical

education programs at Tri Star: 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, or others as determined to meet students' needs; and

WHEREAS, the Tri Star Career Compact will continue to offer Marketing Education and Career Based Intervention at the St. Marys High School location; and

WHEREAS, the Tri Star Career Compact will offer Career Based Intervention at the Celina High School location.

NOW THEREFORE, the Tri Star School Districts agree to the following:

**I. BOARD OF DIRECTORS**

- A. The Tri Star Career Compact shall be governed by a Board of Directors (“**Board**” or “**Board of Directors**”). The Superintendent of each Board of Education of each Tri Star School District shall be a member of the Board (each a “**Member**”).
- B. The Board shall meet, at a minimum, each year in August, November, February, and May, to facilitate communication and cooperation between the Tri Star School Districts and annually shall select a President, Vice-President and Secretary of the Board. The President shall act in a leadership role in conducting all meetings. The Vice-President shall fulfill the President’s duties when the President is absent or otherwise unavailable.
- C. The President, Tri Star Director (“**Director**”), or three (3) members of the Board 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 (2) days prior to the date of such meeting. Such notice must be signed by the official or members calling the meeting and may be delivered by electronic mail.
- D. The quorum to operate a meeting shall consist of six (6) Board members. Passage of any proposal, to be recommended to the Boards of Education of the Tri Star School Districts, is by a majority of Members present. A minimum of six (6) affirmative votes by the Boards of Education of the Tri Star School Districts is required to: (1) alter Tri Star Career Compact programs by adding or deleting a program; (2) conduct a physical expansion of a facility or (3) make an equipment purchase costing more than fifteen thousand dollars (\$15,000.00).
- E. Although the Board makes recommendations to the Boards of Education for the Tri Star School Districts, except for any decision explicitly mentioned in this Agreement, the Boards of Education have the ultimate authority regarding whether to accept or reject a Board recommendation.

- F. Each Tri Star School District Superintendent shall be responsible for presenting to the Superintendent's Board of Education those proposals passed by the Board. Each Tri Star School District Board of Education has the right to accept or reject a Board proposal.
- G. All career technical courses offered by each of the Tri Star School Districts shall be part of and operated under the guidelines of this Agreement.
- H. The Board, with a minimum of six (6) affirmative votes, shall hire a Director and Assistant Director. The Director and Assistant Director shall serve at the pleasure of the Board.

## II. CAREER-TECHNICAL ADVISORY COMMITTEE

- A. The Board of Education of each Tri Star School District shall each appoint one person to the Career-Technical Advisory Committee ("**Committee**") with the exception of those Tri Star School Districts that currently have two individuals appointed to the Committee. For those Tri Star School Districts that currently have two individuals appointed to the Committee, both individuals may continue to be members of the Committee for as long as the Board of Education continues the appointment of that individual. After one of the current Committee members terminates his or her appointment, that Tri Star School District will only have one person appointed to the Committee. A Tri Star School District Superintendent may be appointed as one of the Tri Star School District's Committee members. Appointments will be for a period of up to two years. The appointments of the Committee members shall be staggered so that the appointment term for half of the Committee members ends each year. Each Tri Star School District will have one vote regardless of whether the Tri Star School District has two Committee members.
- B. 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. There is no limit to the number of terms to which a person may be appointed.
- C. The Chairperson, Tri Star Director ("**Director**"), or three (3) members of the Committee may call a meeting by serving a written notice of the time and place of such meeting upon each member of the Committee at least two (2) days prior to the date of such meeting. Such notice must be signed by the official or members calling the meeting and may be delivered by electronic mail.
- D. The Committee shall meet a minimum of six (6) times per year, and annually shall select a Chairperson and a Vice-Chairperson of the Committee. The Chairperson shall act in a leadership role in conducting all meetings but will not be a voting member of the Committee except in the case of a tie vote. The Vice-Chairperson shall fulfill the Chairperson's duties when the Chairperson is absent

or otherwise unavailable. The Director or designee shall appoint a Committee secretary.

- E. The quorum to operate a meeting shall consist of six (6) Committee members and the Chairperson. Passage of any proposal, to be recommended to the Boards of Education of the Tri Star School Districts, is by a majority of voting members present.
- F. The Committee members serve at the discretion of the Board of Education for their respective Tri Star School Districts.
- G. The Committee will engage business, industry and postsecondary representatives and utilize input from professional associations, government, and the community. The Committee will identify new and emerging careers; advise current programs on curriculum, assessment, work-based learning, facilities and equipment; and engage educators to improve and expand programs; and ensure the quality of the program using the Ohio Department of Education's ("ODE") quality program standards. The Committee may make recommendations pursuant to the Section II(H) to the Board of Directors for adoption.

### III. TRI STAR FISCAL AGENT AND LEAD DISTRICT

- A. The Board of Directors shall select a Tri Star Career Compact Fiscal Agent ("**Fiscal Agent**") and Lead District pursuant to O.A.C. 3301-61-03. Such selection shall be pursuant to and consistent with Section 3318.71 of the Ohio Revised Code and, as long as the Bonds are outstanding, the Cooperative Agreement. The Board of Directors, by a minimum of six (6) affirmative votes, may replace the Fiscal Agent and Lead District on any July 1, provided that if the Bonds are outstanding, such replacement must be consistent with Section 5705.2113 of the Ohio Revised Code and the Cooperative Agreement.
- B. The Fiscal Agent shall provide fiscal services to the Tri Star Career Compact, including, but not limited to, the services and requirements set forth in Sections VI, IX, X, and XI of this Agreement, Section 3318.71 of the Ohio Revised Code and, as long as the Bonds are outstanding, Section 5705.2113 of the Ohio Revised Code and the Cooperative Agreement.
- C. Any funds of the Tri Star Career Compact held by the Fiscal Agent shall be held in separate and segregated accounts and shall not be comingled with the Fiscal Agent's own school district funds.
- D. As of the date of this Agreement, Celina is the Fiscal Agent and Lead District.

### IV. TRI STAR DIRECTOR AND ASSISTANT DIRECTOR

- A. The Director and Assistant Director shall be responsible for management of the day-to-day operations of the Tri Star Career Compact. The Director will fulfill the job responsibilities set forth in the job description for the Career/Technical Education Director. The Assistant Director will fulfill the job responsibilities set forth in the job description for the Assistant Career/Technical Education Director.
- B. The Board of Directors shall, at least annually, evaluate the Director and Assistant Director. The Board of Directors may appoint a representative or representatives to perform such evaluation.

**V. PHYSICAL FACILITIES**

- A. The Tri Star School Districts will provide their own facilities for the freshman and sophomore career technical agriculture programs, as well as junior and senior farm management. Generally, the Tri Star School Districts will provide the freshman and sophomore technical agriculture programs, as well as junior and senior farm management, to their students of residence. However, the Tri Star School Districts agree that there may be situations where the Tri Star School Districts will work together to provide the freshman and sophomore technical agriculture programs and/or junior and senior farm management. The joint provision of the freshman and sophomore technical agriculture programs and/or junior and senior farm management shall be by mutual agreement of the Tri Star School Districts providing these programs. No Tri Star School District shall be required to provide the freshman and sophomore technical agriculture programs and/or junior and senior farm management to non-resident school district students absent the Tri Star School District's agreement to provide such programming.
- B. The Tri Star School Districts may operate agri-business programs for Tri Star Career Compact students in their facilities. Celina may operate the Transition to Work Program for Celina students in its facilities. St. Marys may operate Marketing Education and Career Based Intervention programs in its facilities. Aside from the foregoing, no other career technical programming may be provided at any Tri Star School District without the approval of the Board of Directors and Tri Star School District Boards of Education pursuant to Section I(E) of this Agreement.
- C. It will be the responsibility of the Tri Star School Districts to make available the necessary facilities and equipment for the career technical programs that they will provide at their respective facilities pursuant to this Agreement. Any programming not set forth in this Agreement as provided by one of the Tri Star School Districts will take place at Tri Star. If it is necessary to select a site other than Tri Star for any additional programs, the site will be selected with the recommendation of the Committee, the Board of Directors and approval of the Boards of Education of the Tri Star School Districts pursuant to Section I(E) of this Agreement

- D. The Tri Star School Districts had initial investment costs in both construction and equipment to provide for expanded career technical programs. As such, the expansion of the Tri Star Career Compact to include any new school districts may require additional construction and/or equipment. Accordingly, the inclusion of any new school districts in the Tri Star Career Compact could require up to a two (2) year phase-in period. Any new school districts approved for membership will place into a capital fund a per pupil amount equal to the average per pupil collective investment of all Tri Star School Districts. Any new school districts will need to be approved by at least six (6) affirmative votes of the Tri Star School Districts and will need to commit to membership in the Tri Star Career Compact for a minimum of ten years.

## **VI. MANAGEMENT AND OPERATION OF CAREER TECHNICAL PROGRAM**

- A. Each of the Tri Star School Districts shall administer and operate its buildings, facilities, and programs within the applicable Ohio law and standards of the State Board of Education regarding career technical education. Each Tri Star School District operating a Tri Star Career Compact program in its facility shall be responsible for ensuring the program meets the applicable requirements. Each Tri Star School District will honor suspensions and expulsions administered to a student by Tri Star, and Tri Star will honor suspensions and expulsions administered to a student by a Tri Star School District.
- B. Each of the Tri Star School Districts will be responsible for a cluster of offerings/units to ensure the Tri Star Career Compact provides career technical educational programming representing twelve (12) programs in at least eight (8) ODE approved career fields pursuant to O.A.C. 3301-61-03(B). Each Tri Star School District shall make the required applications for approval of its cluster of offering/units through the Division of Career Technical Education, State of Ohio.
- C. The Fiscal Agent will schedule the programs, facilities, and instructors for the Tri Star Career Compact. As such, the Tri Star Career Compact will follow the Fiscal Agent's school calendar. If a Tri Star School District deviates from the Fiscal Agent's school calendar, it will be that Tri Star School District's responsibility to have its students in attendance at the students' Tri Star Career Compact programs according to the Fiscal Agent's calendar.

## **VII. ADDITION OF FACILITIES**

- A. If the number of eligible students seeking placement in a program exceed the full capacity of a course, the Director will notify the Committee and the Board of Directors.
- B. The Board of Directors, in consultation with the Committee, will undertake a study to consider the advisability of enlarging the existing facilities or providing additional facilities. The Board's considerations will include, but not be limited



to, the number of eligible students in each of the Tri Star School Districts relative to the total number of eligible students in all of the Tri Star School Districts. The Board of Directors will provide its findings to the Boards of Education of the Tri Star School Districts.

- C. If the expansion of a Tri Star Career Compact program is located in one of the Tri Star School Districts, the expansion requires the approval of the Tri Star School District providing the program, the Board of Directors, and five (5) Boards of Education of the Tri Star School Districts in addition to the Tri Star School District where the program will be located.

## VIII. PLACEMENT OF STUDENTS

The following procedure will be used to determine placement of students:

- A. Eligible students who reside in a Tri Star School District must make application on a standard application form to the Director 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 the student wishes to enroll.
- B. 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 excused and unexcused absences, as well as tardies (three tardies = one day absent). An exception to the attendance requirements may be made for students with disabilities if required by the student's IEP or 504 plan.
  - 2. High school grade point average will be counted as 30% of the selection criteria.
  - 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. In addition to the foregoing, the student's home school guidance counselor must verify the information included in the student's application.
  - 5. Students will need to have earned nine (9) credits by the end of their sophomore year to be accepted into a Tri Star Career Compact program.
- C. The final judgment as to which students are enrolled in the various programs will be based on the above criteria and will be made by the Director. A student who is rejected from a Tri Star Career Compact program may appeal the decision by submitting a written appeal to the Director within ten (10) calendar days. The Director shall make the final determination regarding whether the student will be

admitted to the Tri Star Career Compact program at the Director's sole discretion. The student does not have the right to appeal the Director's decision to any entity, including but not limited to the Committee, the Board of Directors, any of the Tri Star School District Boards of Education, ODE, or a court.

- 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 Tri Star School Districts for the portion of the school day when the student attends a program at the Tri Star Career Compact; 2) the student will be added after the initial application period, only if there is an opening in the program of the student's choice; and 3) the student will need to take an achievement test that has been approved by the Director.
- F. Tri Star will accept students from private and community schools under the following conditions: 1) the student needs to reside in one of the Tri Star School Districts; 2) the student will be added after the initial application period, only if there is an opening in the program of the student's choice; 3) the student will need to take an achievement test that has been approved by the Director; and 4) the private or community school will have to pay the annual service fee and excess cost fee. In addition, state funding will follow the student to the Tri Star Career Compact for the part of the day the student attends the Tri Star Career Compact.

## **IX. OPERATING COSTS**

- A. Operating costs are identified as the day-to-day costs of operating the Tri Star Career Compact programs, including but not limited to, salaries, supplies, utilities, and other costs set forth in Section X of this Agreement. Additional operating costs may be agreed upon by a minimum of six (6) of the Board of Directors. Operating costs are funded by federal, state, and local funds, which are made up, in part, of service fees.
- B. Direct Operating Costs. The Fiscal Agent will reimburse any Tri Star School District that incurs direct operating costs related to the Tri Star Career Compact, which may include, but are not limited to, the following:
  - 1. Administrative: Includes salaries, benefits, and office expenses of the Tri Star Career Compact. Also includes travel and conferences.
  - 2. Teachers: Salaries and fringe benefits charged are to be based upon the portion of the teacher's day spent in the Tri Star Career Compact. Daily instruction time would not include preparation time.

For example; on a six-period day, if a teacher teaches three Tri Star Career Compact periods composed of one regular class, one study hall, and one

preparation period, that teacher would be figured 3/5 Tri Star Career Compact and 2/5 regular.

On a seven-period day with four periods at the Tri Star Career Compact, the split would be 4/6 Tri Star Career Compact, 2/6 regular. Full-time Tri Star Career Compact teachers would be counted as 1.0. Cost of substitute teachers are included. Miscellaneous costs include all stipends and/or supplemental contracts.

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

C. Indirect Operating Costs. Indirect operating costs shall be determined by dividing the sum of the career tech instructional use levels (F.T.E.'s) by the total classroom certified personnel (F.T.E.), (e.g., 6.43, career tech instructional use ÷ 120.63, total classroom teachers = 5.33%). This calculation is used to calculate the proportional part of the indirect costs. Total costs of the below areas are based on the current district report provided by the Tri Star School District Treasurers that show the indirect costs for each of the Tri Star School Districts. The Fiscal Agent will reimburse any Tri Star School District that incurs indirect operating costs related to the Tri Star Career Compact, which may include, but are not limited to, the following:

1. Administrative: Overall administration for the entire Tri Star Career Compact provided by the Lead District and Fiscal Agent.
2. Fiscal Services: Activities concerned with fiscal services of the Tri Star Career Compact provided by the Fiscal Agent.
3. Maintenance, Operation, & Utilities: The maintenance, operation, and utilities for the Tri Star Career Compact.

D. A service fee is charged to each Tri Star School District on the basis of the following criteria:

1. A service fee of six hundred fifty dollars (\$650.00) per student is charged for every student enrolled in a Tri Star Career Compact program that is not provided by the student's school district of residence. The service fee for each student attending a Tri Star Career Compact program shall be paid to the Fiscal Agent by the Tri Star School District where the student resides.
  2. The service fee for the students attending Tri Star shall be calculated and the amount included in the operating funds account to solely be used to pay for operating costs. Each Tri Star School District will pay \$650 for each student attending Tri Star. If a Tri Star School District has less than ten percent (10%) of its junior and senior students attending Tri Star, the Tri Star School District will be billed as though ten percent (10%) of its junior and senior students attend. Calculation of the service fee amounts shall be based on the number of students enrolled in Tri Star during the first full week of September. The percent of students in a Tri Star School District attending Tri Star Career is based on the total number of Tri Star students as recorded on the class list divided by the total number of junior and senior students in the Tri Star School District.
  3. A student attending the Tri Star Career Compact, who is not a resident of one of the Tri Star School Districts, will pay a one thousand three hundred dollar (\$1,300.00) service fee to the Fiscal Agent.
  4. State and/or Federal funds. State and/or federal funds are those funds provided to the Tri Star Career Compact by the United States Department of Education or the Ohio Department of Education.
  5. 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, or be deposited in the Reserve Capital Fund, as determined by the Board of Directors.
  6. Special Education Reimbursement: Tri Star Career Compact will reimburse any state special education weighted funding for category three special needs students and above to the resident Tri Star School District if the funding is not used by the Tri Star Career Compact because the resident school has opted to provide services for the student at the Tri Star Career Compact. No other special education funding will be reimbursed to a student's Tri Star School District of residence.
- E. Excess Operating Costs. Each year the Tri Star School Districts shall establish excess costs per student. Excess costs are those operating costs that exceed the operating funds generated by local funds, state funds, federal funds, and/or service fees.

1. Excess Costs calculations: The excess costs a Tri Star School District pays are based on the number of students the Tri Star School District has attending Tri Star. The relevant Tri Star Career Compact programs are divided by total Tri Star Career Compact full-time enrollment ("F.T.E.") in each program. This equals the cost per F.T.E. in that program, which is cost factor E. 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 Tri Star School District's excess costs for that program.
2. Excess costs are determined for the following 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.

## **X. RESERVE CAPITAL FUND**

- A. The Tri Star Career Compact shall maintain a Reserve Capital Fund. Management of the money in the Reserve Capital Fund for investment purposes will be at the discretion of the Fiscal Agent, which shall report to the Board of Directors on such investments on a quarterly basis. The Board of Directors may also appoint an Investment Advisory Committee for the purpose of reviewing the investments. The purpose of the Reserve Capital Fund will be to provide funding for Tri Star Career Compact equipment. Purchases of less than fifteen thousand dollars (\$15,000.00) initially will be approved by the Director and then by the Fiscal Agent through a purchase order process.
- B. Tri Star School Districts will contribute eight dollars (\$8.00) for each student enrolled in the Tri Star School District in kindergarten through twelfth grade for the Reserve Capital Fund. The count of students used to determine the contribution of each Tri Star School 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 Reserve Capital Fund will be maintained and invested by the Fiscal Agent.
- C. The Reserve Capital Fund is to be established with a share/value system. Each eight dollar (\$8.00) contribution equals one (1) share. In the event that the Reserve Capital Fund would no longer be needed, the Reserve Capital Fund would be dispersed as follows: the total number of payments in shares would be divided into the account balance which would equal eight dollars (\$8.00) plus accrued interest from investments. Each Tri Star School District would receive a refund from the Reserve Capital Fund based on the Tri Star School District's total number of paid shares times the value of each share at the time of dispersal of the account.

- D. The amount of the Reserve Capital Fund will be based on the following variables:
1. The market value of prorated building space and equipment used for Tri Star Career Compact programs provided at Tri Star, less the eight million one hundred thousand dollars (\$8,100,000.00) of career technical matching funds the Ohio Facilities Construction Commission provided to the Tri Star School Districts. The Reserve 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. The value of facilities and equipment will be based on the current cost of the Tri Star building and the equipment purchases for that building.
  2. The local cost of the Tri Star School Districts shall be determined by dividing the amount determined in Section D(1) above by the aggregate total enrollment of the Tri Star School Districts in kindergarten through twelfth grade to obtain the average per pupil collective investment.
  3. The total enrollment of any new school district shall be multiplied by the per pupil amount calculated in Section D(2) above to establish the total building and equipment charge for the new school district.
  4. Request for payment from the Reserve Capital Fund account shall be made in writing to the Director. The Director shall bring the request to the Board of Directors for consideration if the amount requested exceeds fifteen thousand dollars (\$15,000) for approval pursuant to Section I(D). Request for less than fifteen thousand dollars (\$15,000) shall be subject to approval by the Director at his/her sole discretion and approved by the Fiscal Agent through a purchase order process.
  5. In the event that all monies in the Reserve Capital Fund account are expended, each Tri Star School District will contribute a yearly amount based on each Tri Star School District's total average daily membership ("ADM") (K-12). The Director shall calculate the amount each Tri Star School District will contribute based on the ADM that Tri Star School District had submitted to ODE. The Fiscal Agent shall bill the contribution to the individual Tri Star School District. The amount of the yearly contribution shall be agreed to by six (6) of the member Tri Star School Districts. If the Director changes the amount of the yearly contribution from the amount the Tri Star School Districts previously had approved, then the yearly contribution must be at the recommendation by the Board of Directors and approved by at least six (6) of the member Tri Star School District Boards of Education.
- E. The balance of the Reserve Capital Fund will be reviewed by the Board of Directors when the following occurs:

1. The Reserve Capital Fund account totals one million dollars (\$1,000,000.00); or
  2. A capital expense develops that could deplete the accounts.
- F. Any adjustments or moratoriums on contributions, dispersals of, or withdrawals from the Reserve Capital Fund requires Board approval and approval by six (6) Boards of Education of the Tri Star School Districts.

## **XI. PAYMENTS**

A. Payments are to be made to the Fiscal Agent based upon a cost estimate established by the Director and Fiscal Agent. The Treasurers for each of the Tri Star School Districts may review the payments and notify the Fiscal Agent of any errors. In the event of a dispute, the Tri Star School District shall work with the Director and Fiscal Agent to resolve payment issues. If the Tri Star School District, Director, and Fiscal Agent are unable to resolve the payment issue, the dispute will be submitted to the Treasurers of Tri Star School Districts. The resolution approved by a majority of the Treasurers of the Tri Star School Districts shall resolve the dispute.

B. 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

## **XII. TRANSPORTATION**

Transportation shall be the responsibility of each student's school district of residence.

## **XIII. STAFFING**

The Board of Directors shall determine which Tri Star School District may employ the staff of the Tri Star Compact. As of the date of this Agreement, the Fiscal Agent and Lead Agent currently employs all of the Tri Star Compact staff. The Director shall have the right to recommend the Tri Star Career Compact staff, as long as any contractual agreements are followed.

## **XIV. WITHDRAWAL FROM THE TRI STAR CAREER COMPACT**

If a Tri Star School District wishes to withdraw from the Tri Star Career Compact, it must provide written notice to the Fiscal Agent and other Tri Star School Districts at least two (2) years prior to the end of the term of this Agreement. No Tri Star School District may withdraw from the Tri Star Career Compact during the term of this Agreement and,

no Tri Star School District may withdraw from the Tri Star Career Compact while the Bonds are outstanding.

## **XV. DISSOLVING THE TRI STAR CAREER COMPACT**

In the event that the Tri Star Career Compact no longer exists, the Fiscal Agent shall sell Tri Star. Any profits from the sale of Tri Star, sale of any Tri Star Career Compact equipment, and remaining funds, shall be distributed in the following manner:

- A. Pay any outstanding building debt; and
- B. Distribute to the Tri Star School Districts based on valuation at the time of passage of the levy. Each Tri Star School District's distribution shall be determined based on the percentage of the total tax dollars obtained from the 2016 bond issue that the individual Tri Star School Districts contributed to the construction of Tri Star.

Notwithstanding the foregoing, the Tri Star Career Compact may not be dissolved as long as the Bonds, or any other debt of the Tri Star Career Compact, are outstanding and provision has not been made for the retirement of the Bonds or any other debt.

## **XVI. AMENDMENT**

This Agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment or supplement by six (6) affirmative votes of the Board of Directors, then by a minimum of six (6) Boards of Education of the Tri Star School Districts, and by the Superintendent of Public Instruction of the State of Ohio. Any modifications, amendments, or supplements of the Agreement must be in writing. Following approval, such amendment, modification, or supplement shall be binding upon all Tri Star School Districts and notice of any amendments, modifications, or supplements shall be provided to ODE.

## **XVII. TERMS OF AGREEMENT**

This agreement shall continue in force and remain effective through June 30, 2027 and shall be renewable thereafter upon mutual agreement of the Tri Star School Districts for additional periods of no less than five (5) years.

## **XVIII. ASSIGNMENT**

None of the Tri Star School Districts may assign or otherwise transfer, voluntarily or by operation of law, this Agreement without the prior written consent of the other Tri Star School Districts.

## **XIX. SEVERABILITY**



Each article, paragraph, provision, term, and condition of this Agreement, and any portions thereof, shall be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Agreement shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.

## **XX. GOVERNING LAW**

This Agreement has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Ohio.

**XXI. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior contract or similar type of agreement between the parties, oral or written, is hereby superseded and terminated.

Accepted on behalf of:

Accepted on behalf of:

Entity: St. Marys City School District

Entity: Coldwater Exempted Village  
School District

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Accepted on behalf of:

Entity: Celina City School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Accepted on behalf of:

Entity: New Knoxville Local School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Accepted on behalf of:

Entity: New Bremen Local School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Accepted on behalf of:

Entity: Minster Local School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Accepted on behalf of:

Entity: Marion Local School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Accepted on behalf of:

Entity: St. Henry Consolidated Local School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Accepted on behalf of:

Entity: Fort Recovery Local School District

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_