

Effective ~~June 2007~~ January, 2013

**~~THIRD AMENDED~~ AGREEMENT CONCERNING AN AREA
~~VOCATIONAL CAREER~~ TECHNICAL EDUCATION SCHOOL IN
DISTRICT 37**

The following named school corporations agree to amend ~~again~~ their existing “Third Amended Agreement to Establish an Area Vocational-Technical School in District 37” to provide for the continued operation and maintenance of the area ~~vocational career-~~ technical education school known as “Central Nine Career Center” and to provide for the ~~vocational college and career readiness education~~ needs of their citizens. The parties to this agreement (hereinafter referred to as “Participating School Corporations”) are:

- 5380- Beech Grove Public Schools (Marion County)
- 4205- Center Grove Community School Corporation (Johnson County)
- 4145- Clark-Pleasant Community School Corporation (Johnson County)
- 4225- Franklin Community School Corporation (Johnson County)
- 5310- Franklin Township Community School Corporation (Marion County)
- 4245- Greenwood Community School Corporation (Johnson County)
- 5340- Metropolitan School District of Perry Township- (Marion County)
- 4255- Nineveh-Hensley-Jackson United School Corporation- (Johnson & Morgan Counties)

Upon approval of this ~~third amended~~ agreement by a three-fourths majority of the Participating School Corporation Board of School Trustees ~~and the State Board of Education~~ the Area ~~Vocational Career-Technical~~ School in Area ~~Vocational Career-~~ Technical School District 37 shall be operated hereunder.

The school will operate under the terms of this agreement and as provided for in Section 4 of Chapter 24 of the Acts of the Indiana General Assembly for the year 1913, and all acts amendatory thereof and supplemental thereto.

Further amendments to this agreement may be proposed by a majority of the Governing Board at any regular or special meeting. Before becoming adopted, any amendments must be ratified by a ~~three-fourths~~ majority of the school boards of the Participating School Corporations.

This agreement shall in no way affect the management of schools of Participating School Corporations, but does not eliminate the possibilities of local school cooperation with ~~the AVS~~ Central Nine in conducting ~~vocational career-technical~~ programs using Participating School Corporations facilities.

Comment [s1]: Is this required?

Comment [R2]: Yes, but only for the original approval. 511 IAC 8-1-1 requires all vocational (their words) programs to be approved by the state board of education. It does not require state board of education approval of amendments to the agreement. Amendment of the agreement requires only approval by ¾ of the participating schools (see next paragraph).

A. GOVERNING BOARD

The policy making body of the ~~area vocational~~Central Nine school will be the “Governing Board”. This board will consist of a representative appointed by the School Board of each of the Participating School Corporations from among its own membership. This representative will serve at the pleasure of the local school board. ~~He/SheS/he~~ will be responsible for keeping the participating School Board informed concerning the ~~program operations~~ of the area ~~vocational career-technical~~ school in all matters related to college and career readiness.

Alternate representatives, who will have voting rights at Governing Board meetings in the absence of the regular appointed representative, will be appointed by each participating School Board from among its own membership. Such alternates will be designated at as first alternate, second alternate, etc. in the order in which they are to be recognized at Governing Board meetings.

The function of the Governing Board will be to serve ~~the area vocational~~Central Nineschool in a similar manner to that served by a local school board in a local school community.

The incumbent officers and members of the Governing Board shall continue in their respective offices until their present terms expire. The President, Vice President and Secretary shall be elected by a majority of the Governing Board from its own membership. The Treasurer shall be appointed by a majority vote of the Governing Board; ~~but and~~ shall be someone other than a member of the Governing Board or the ~~Vocational Executive~~ Director of the corporation. The Governing Board shall have the authority to determine when to continue to reorganize annually and will take into consideration the same such process of each participating school corporation when doing so. They shall establish Board Policy and follow State requirements in determining school board operations within the second week of the school fiscal year of each year and while electing a President, Vice President, Secretary and appointing a Treasurer and school attorney. Terms of office shall be for one (1) year. Individuals may succeed themselves in office, but shall not hold the same office for more than two (2) consecutive years.

A two-thirds (2/3) majority of the members of the Governing Board shall constitute a quorum for the transaction of business. A simple majority of those present shall prevail, provided, however, that with respect to the adoption of the AVS budget, no affirmation action shall be taken unless approved by a two-thirds (2/3) majority of the members of the Governing Board. Dates of regular meetings shall be established by the Governing Board and all called meetings shall ~~take place only after 72 hour notification is given to all members. In case of emergency, this 72 hour notification procedure may be waived~~

Comment [R3]: I suggest the use of the word “organize” rather than “reorganize.” I know that is common parlance, but reorganization is actually governed by IC 20-23-4-7 and addresses uniting or dividing schools, etc., while organizing is what you are referring to and identified at IC 20-26-4-1.

Comment [R4]: The only concern here is that IC 20-26-4-1(b) requires election of officers no more than 15 days after commencement date of members’ terms of office. Since you have 2 shifts (caused by the participating schools), it will be impossible to comply. However, no statutory way around that, so I see no problem with this language.

~~by unanimous agreement of the Governing Board~~ follow the rules of Open Door Policy for the State of Indiana. Regular meetings shall be held not less than once per month as a time and place decided by the Governing Board at its yearly organizational meeting.

Comment [R5]: It might make sense to include a brief statement regarding executive session meetings? Otherwise, this section says no "affirmative action" shall be taken except at a regular meeting, while we know that there are actions that can be taken legally in executive sessions.

B. STUDENT TRANSPORTATION

Transportation of high school students ~~to and Central Nine will be the responsibility of the from Participating School Districts- Corporation. Participating School Corporation may allow student to drive at their discretion and with the endorsement from Central Nine Administration, will be the responsibility of the home school district.~~ Post high school students, adult students, and high school students from outside participating districts will arrange for their own transportation.

Comment [R6]: Should this be amended slightly to reflect Whiteland's decision to allow students to drive themselves to Central Nine? Ok as written, but if you want to clarify it, it would be convenient to do so now.

C. ADMISSION OF STUDENTS

Participating Schools

High School students qualifying to attend the ~~area vocational~~ Central Nine school shall be enrolled ~~in the AVS~~ by their local high school ~~and by Central Nine~~. Enrollment will require the completion of the necessary enrollment procedures of the local high school and ~~the AVS~~ Central Nine.

It is the goal of ~~the AVS~~ Central Nine to provide ~~education and~~ training in the chosen ~~occupation-career-technical field commensurate with further education requirements expectations or immediate workforce readiness~~ for all who desire to enroll in ~~the practical arts education AVS~~ from ~~the~~ participating schools. However, should it become necessary to limit enrollment in individual programs, incoming students will be enrolled on the basis of a formula involving the Average Daily Membership of grades nine through twelve as reported to the office of the Superintendent of Public Instruction for the previous school year. However, a student who was enrolled in a given program the year prior is not to be denied enrollment in the same program by the application of this procedure. The following formula will be used:

$$\frac{\text{Participating School ADM (Grades 9-12)}}{\text{Total ADM- (Gr. 9-12) for Participating Schools}} \times 100 = \text{Participating School Enrollment Percentage}$$

Post-high school and adult program enrollment will be open to all who wish to attend provided the student has the necessary aptitude and educational background to succeed in the program as determined by ~~an AVS counselor~~ Central Nine administration after

evaluation of past educational history, and there are space and facilities available. No student from outside the participating districts will be served until all those in the district are served.

Non-Participating Schools

High School students from non-participating School Corporations may attend classes at ~~the AVS~~Central Nine provided overcrowded conditions will not result; the aptitudes, interest, and abilities of the student, as determined by ~~an AVS counselor~~Central Nine administration, indicates probable success in the selected program; the recommendation of the local high school principal is granted; and the local school corporation agrees to pay the necessary tuition. Tuition for such students will be determined yearly by the AVS Governing Board on the recommendation of the Executive Director and shall include such costs as are required to fully cover instruction, operation and capital outlay, ~~and as approved by the State Board of Accounts.~~

~~(Non-Participating Schools Continued)~~

Post-high school and adult students residing in non-participating school corporations shall be enrolled on the same basis as that outlined for participating corporations provided the necessary tuition fees are paid.

D. TUITION

The instructional costs for the high school students from Participating School Districts will be paid as a part of the contributing share of operating costs as set out in this agreement.

Tuition for post-high school and adult programs will be determined prior to program enrollment based on the following formula:

$$\frac{\text{Total Programs Costs}-\text{Anticipated Reimbursement}}{\text{Minimum Pre- Enrollment}} = \text{Tuition Charge}$$

E. CONSTRUCTION & EQUIPMENT FUNDS

Each Participating School Corporation will provide a pro-rated share of the costs of constructing new facilities, remodeling of facilities and providing instructional and non-instructional equipment of ~~on~~the basis of the total assessed valuation of the corporation at the time of final approval of each new project.

The Governing Board will recommend ~~new projects~~capital project improvements to the Participating School Corporations for approval when the cost impacts each corporation above normal operating funds; however, final project approval shall require

approval of a three-fourths (3/4) majority of the school boards of the Participating School Corporations.

The ~~AVS~~ Governing Board will not recommend project approval until the Participating School Corporations have sufficient time to provide for such funds. The ~~AVS~~ Governing Board shall develop time lines for proposals which will give Participating School Corporations ~~two or more years of ample~~ planning time to provide funds for projects costing a total of ~~\$250,000.00~~ \$1,000,000.00 of per Corporation or more. During the development of these time lines, Participating School Corporations will keep the ~~AVS~~ Governing Board informed concerning the possible effects of a given proposal on the quality of education in the regular school program, and such effects shall be given due consideration by the ~~AVS~~ Governing Board.

Each Participating School Corporation shall adopt a plan for providing capital outlay funds from the sources on income which best fits its needs. Possibilities of capital outlay funds from Participating School Corporations include funds from the General Fund, from the Capital Projects Fund, from the sale of Bonds and from Emergency Loans.

~~(Construction & Equipment Funds Continued)~~

Funds for the replacement and/or repair of worn or obsolete equipment will be provided for in the yearly operating budget along with funds to maintain or improve grounds and facilities.

F. OPERATING FUNDS

The Governing Board, assisted by the Executive Director ~~of the AVS~~, will develop annually, prior to July 1, a budget to provide for the operating costs of the AVS programs for the next calendar year, taking into consideration all sources of income. The portion of operating costs not provided from other sources will be shared by the ~~local-participating~~ school corporations participating in the AVS on the following basis:

1. Twenty percent (20%) of the ~~AVS costs~~ budget, less reimbursement will be pro-rated to each ~~local-participating school~~ corporation on the basis of assessed valuation.
2. Eighty percent (80%) of the ~~AVS costs~~ budget, less reimbursement will be pro-rated to each ~~local-participating school~~ corporation on the basis of the average daily membership (ADM) of high school students in the ~~AVS district~~ as reported to the Department of Public Instruction for the current school year.

The Governing Board will inform each Participating Corporation prior to July 1, of the adopted budget for the operation of ~~the AVS~~ Central Nine school during the following calendar year in order that the necessary amounts can be provided in the budget of the local school corporation.

The Governing Board and Executive Director will develop the necessary plans for fiscal management and control as required by State and Federal laws and regulations.

Payment to ~~the AVS~~Central Nine will be scheduled each year as follows:

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|---------|---|
| July 1 | Twenty percent of the budgeted AVS costs for the school year to follow. Each local share will be calculated by the AVS Governing Board and will be based on assessed valuation on which local property taxes are being currently collected. |
| Sept. 1 | Twenty-Five percent of the budgeted AVS costs for the current school year. Each local share will be calculated by the AVS Governing Board and will be based on the average daily membership of high school students in the <u>AVS-district</u> the current school year. |
| Nov. 1 | Twenty-Five percent of the budgeted AVS costs for the current school year. Each local share will be calculated by the AVS Governing Board and will be based on the average daily membership of high school students in the <u>AVS-district</u> the current school year. |

~~(Operating Funds Continued)~~

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| March 1 | Thirty percent of the budgeted AVS costs for the current school year. Each local share will be calculated by the AVS Governing Board and will be based on the average daily membership of high school students in the <u>AVS-district</u> the current school year. |
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G. ADMISSION OF ADDITIONAL SCHOOL CORPORATIONS

A school corporation desiring to participate in programs at Cenral Nine schools ~~the Area Vocational School~~ may petition the Governing Board of Central Nine Career Center for membership. The requirements for membership will be determined by the Governing Board after consultation with representatives of the petitioning school corporation. Final approval of new membership shall require approval of three-fourths majority of the school boards of the participating school corporations.

H. WITHDRAWAL OF PARTICIPATING SCHOOL CORPORATIONS

A participating school corporation may withdraw from the Area Vocational School Career-Technical District, effective July 1 of any year, provided; however, that written notice of withdrawal be given to the Governing Board on or before March 1 of the calendar year preceding the calendar year of the effective date of withdrawal. Financial participation of the withdrawing corporation shall continue at the current level until the effective date of withdrawal. A withdrawing corporation shall pay any and all outstanding indebtedness on or before the effective date of its withdrawal.

The undersigned school corporations, being at least three-fourths (3/4) of the Participating School Corporations, do hereby approve and accept the foregoing Third Amended Agreement.

_____ School Corporation	_____ Date
By _____ Title	Attest: By _____ Secretary

_____ School Corporation	_____ Date
By _____ Title	Attest: By _____ Secretary

(Signatures continued – AVS Amended Agreement)

_____ School Corporation	_____ Date
By _____ Title	Attest: _____ Secretary

_____ School Corporation	_____ Date
By _____ Title	Attest: _____ Secretary

_____ School Corporation	_____ Date
By _____ Title	Attest: _____ Secretary

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School Corporation

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Secretary

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