AREA CAREER AND TECHNICAL EDUCATION PROGRAM

OPERATING AGREEMENT

THIS AGREEMENT MADE and entered into this 10th day of December, 2009, by and between Monroe County Community School Corporation, Bloomington, Monroe County, Indiana (hereinafter referred to as “First Party”) and

___ Spencer-Owen Community Schools _______ (hereinafter referred to as “Second Party”)

WITNESSETH:

WHEREAS, First party is in possession of buildings, equipment, and other facilities to provide career and technical education for those individuals residing within school corporations which are desirous and in need of such opportunity, said facilities being known as Hoosier Hills Career Center and

WHEREAS, Second Party is desirous as a school corporation to participate in the career and technical education programs being offered by First Party in said facilities so that such programs are available to students of Second Party.

NOW THEREFORE in consideration of the premises and the mutual covenants hereinafter set forth, the parties mutually agree as follows:

Article I. Definitions. Whenever used in this agreement,
(a) The term “School Corporation” shall include any public school corporation established by and under the laws of the State of Indiana participating in this Agreement.

(b) The term “Advisory Board” shall be a committee composed of the superintendents from each school corporation participating in this program.

(c) The term “School Board” shall be the governing body charged with the responsibility of administering the Hoosier Hills Career Center.

Article II. Students authorized to attend the Hoosier Hills Career Center.

(a) Students from participating school corporations may attend the Career Center. The students who are enrolled in the Hoosier Hills Career Center shall retain their enrollment status and identify with their own school corporation, and all credits toward graduation will be issued by the said home school corporation of the student involved.

(b) Each student attending the Hoosier Hills Career Center shall be considered as a full-time student of the participating school corporation.

(c) Each participating corporation shall be allocated a number of class spaces in each Career Center program. The number of spaces shall be in proportion to the percentage of Junior and Senior level students in that corporation as compared with the number of Junior and Senior level students in all the participating corporations.

(d) It shall be the responsibility of each participating corporation to select the students who are to attend the Hoosier Hills Career Center.
Article III. Administrative Control. The said Hoosier Hills Career Center shall be under the administrative control of the School Board of the First Party, and said Board shall have the authority and responsibility to determine all final decisions concerning the financing and operation of the center.

Article IV. Advisory Board. The superintendent of each participating school corporation shall serve as a member of the Advisory Board. The function of this Board will be to provide recommendations for the operation of the Hoosier Hills Career Center and its recommendations shall be presented for appropriate action by the Superintendent of Schools of the First Party to the School Board of the First Party.

Article V. Transportation of Students. It shall be the responsibility of each participating school corporation to arrange for transportation for their own enrolled students to and from the Hoosier Hills Career Center.

Article VI. Budget and Accounting.

(a) The annual budget for the operation of the Hoosier Hills Career Center shall be prepared in accordance with applicable law, policy, rule, and accepted procedures. Said budget will be developed on a project basis and shall first be subject to the final approval by the School Board of the First Party as part of its budgetary process.
(b) First Party shall maintain a separate Vocational Fund in the Fund Ledger and
Ledger of Receipts and shall observe all other accounting procedures
required by the Indiana State Board of Accounts.

Article VII. Cost to participating school corporations.
(a) The cost to a participating school corporation shall be determined in
accordance with the policies and rules established by the Indiana State Board of
Accounts. Each participating school corporation will pay their apportionate share
of the net per capita cost of the Career Center’s expenses to be determined on the
basis of the following formula: Gross Cost of Programs – Less – State and
Federal Reimbursement = Net Cost per Student Enrollment in Hoosier Hills
Career Center.

(b) Costs pertaining to these programs will be computed on an annual basis using
enrollment data collected on the official ADM count day.

(c) The monthly payment, from September through June, for each participating
school corporation will be one tenth of the projected cost of the program. The
final reconciliation of costs will be prior to October 31st. Final payment will
be due 45 days after receipt of the final reconciliation. Credit balances will be
applied to the billing for the subsequent school year. Projected costs for the
subsequent school year will be based on an adjusted previous year cost and
provided to each school corporation by October 31st of each year.
Article VIII. Employment of Personnel.

(a) The Monroe County community School Corporation’s Board of Trustees shall employ a Director of Career and Technical Education. This person shall be recommended by the Area Superintendents to the Superintendent of the First Party.

(b) The employment of all other personnel shall be the responsibility of the Superintendent of the First Party subject to the approval of the School Board of the First Party.

Article IX. Other Career and Technical Education Programs.

All other approved career and technical education programs within the said participating district shall be open to any student within the participating district. Students desiring to enroll in these programs shall be responsible for their own transportation to and from these programs.
Article X. Termination of Agreement. This agreement shall begin on the 10th day of December, 2009, and shall continue on a school year basis thereafter unless either party shall notify in writing the other, on or before March 1st, of their intention to terminate this agreement at the end of the following school year.

NOW THEREFORE, the parties hereto in consideration of the premises mutually certify and agree that this instrument contains the entire agreement between the parties and that no statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not continued in this written agreement, shall be valid or binding, and this agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

IN WITNESS WHEREOF the parties hereto have signed this Agreement and caused their seals to be affixed and attested as of the day and year above written.
MONROE COUNTY COMMUNITY SCHOOL CORPORATION

By ________________________

President

Attest:

___________________________
Secretary

Participating School Corporation

______________________________
Spencer-Owen Community Schools
Name

By ________________________
President

Attest:

___________________________
Secretary
MONROE COUNTY COMMUNITY SCHOOL CORPORATION

By ____________________________

President

Attest:

______________________________
Secretary

Participating School Corporation

______________________________
Name

By ____________________________

President

Attest:

______________________________
Secretary