# Operation Agreement for Participants Involved in the LaPorte County Career and Technical Education Area Vocational District #6

# As prescribed by the State Department of Education

This agreement made and entered into this 1<sup>st</sup> day of July, 2025, among the participating school corporations in Career & Technical Education District #6 (hereinafter referred to as "LaPorte County Career & Technical Education {LPCCTE}" or AVD #6) and New Buffalo School Area Schools, New Buffalo, Michigan, (hereinafter referred to as the "Sending Corporation").

This contract signifies agreement on the part of the governing bodies of the participating public school corporation of the State of Michigan to engage in the joint operation of LPCCTE programs and services.

WHEREAS, all or some of the participating school corporations are in possession of facilities used for career & technical education programs, and

WHEREAS, all participating school corporations are desirous that their students will have the opportunity to participate in career & technical education programs being offered by all or some of the participating school corporations subscribing to this contract.

NOW THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth, the parties jointly and severally agree as follows:

The following school corporations known as:

Michigan City Area Schools Metropolitan School District-New Durham New Prairie United School Corporation New Buffalo Area Schools Tri-Township Consolidated School Corporation South Central Community School Corporation LaPorte Community School Corporation

Have agreed to participate in a career & technical education program until <u>June 30, 2026</u> or until such later date as the parties may hereinafter agree is to be the extended ending date. Any such extended date shall signify its approval by affixing its signatures thereto.

Additional members to the cooperative may be accepted by a majority vote of the LPCCTE Board at which time, upon their execution of this agreement, they would assume all rights, responsibilities, and duties as described herein.

#### Governing Board

The governing body of LPCCTE shall be the LEA, whom is noted as the Michigan City Area Schools Board of Education. The governing board shall hereinafter be referred to as the Board.

The Board shall select and hire a Career & Technical Education Director to serve as the administrative officer. The applicant should be qualified according to State licensing standards to be a Career & Technical Education Director.

The Board shall be in control of the administration of the LaPorte County Career & Technical Education Cooperative. The Board shall serve as a final authority within the cooperative to settle any controversial issue, which cannot be resolved through regular channels.

The Governing Board shall function under Robert's Rule of Orders.

Definition. Whenever used in this agreement,

- a. "School Corporation" shall mean any public school corporation established by and under the laws of the State of Indiana participating in this Agreement.
- b. "School Board" shall mean the governing body of each participating Corporation.
- c. "Career & Technical Education" shall mean any education the controlling purpose of which is to train an individual for profitable employment and which is reported to the state as a vocational program generating additional pupil count revenue.
- d. "School Year" shall mean the period of time from July 1 of each year through June 30 of the following year.
- e. "Advisory Board" shall mean a board composed of representatives from each Career & Technical Education advisory council and others as recommended by the Career & Technical Education Director.

# Article I. STUDENTS AUTHORIZED TO ATTEND La Porte COUNTY CAREER & TECHNICAL EDUCATION PROGRAMS

Students from participating school corporations may attend LPCCTE programs on a full or partial day basis at the discretion of their own participating school corporation. The students who are enrolled in any Career & Technical Education Program shall retain their enrollment status and identify with their own school/corporation, and all credits toward graduation will be issued by the said home corporation.

Students from non-participating corporation(s) may enroll in career & technical education classes offered by the LPCCTE on a space available basis following the enrollment form due date.

Each student attending LPCCTE Programs shall be considered a student of the participating school corporation. All programs operated by the LPCCTE will be open to all 11<sup>th</sup> and 12<sup>th</sup> grade students of all participating corporations. In exceptional cases, 9<sup>th</sup> and 10<sup>th</sup> grade students may be accepted into Career & Technical Education Programs.

All participating school corporations will assist the Career & Technical Education office in the dissemination of information about courses offered.

#### Article II. ADMINISTRATIVE CONTROL

The Board of School Trustees of the participating school housing the classes and said Board offering a class or classes shall have the authority and responsibility to make and enforce all final decisions concerning the financing and the operation of the class or classes that it offers.

The LPCCTE Board administrative entity shall approve Career & Technical Education curriculum, approve new Career & Technical Education programs, and collect state and federal data required of all Career & Technical Education programs. The Career & Technical Education office will enroll students and coordinate all activities between the participating school and the program hosting school for the Career & Technical Education program. The Career & Technical Education office will coordinate the collection of grades and attendance for all Career & Technical Education students. Student discipline, attendance, and course competencies will be collected. Program advisory committees will be monitored. Federal and state Career & Technical Education funds (i.e. Carl Perkins) will be administered by the LaPorte County office according to federal statute and state Board of Accounts procedures.

# Article III. GENERAL ADVISORY BOARD

Area Vocational District #6 will maintain an area Advisory Board that will provide community input into the operation and administration of all area Career & Technical Education programs. Each sending school corporation shall have the right to appoint representative(s) to the Advisory Board. The function of this board will be to provide recommendations on curriculum and programs to the LPCCTE Board. Any recommendations or suggestions made by the Advisory Board shall be presented by the Career & Technical Education director to the LPCCTE Board

#### Article IV. SUPERINTENDENT'S COUNCIL

Each superintendent participating in AVD #6 will hold a seat on the Superintendent's Council. This group will meet quarterly to review the recommendations of the Advisory Board prior to final recommendation to the Governing Board. A financial report detailing tuition and billing will be given at least annually.

### Article V. TRANSPORTATION OF STUDENTS

It shall be the responsibility of each sending school corporation to arrange for transportation for its own enrolled students to and from the Operating Corporation's Career & Technical Education facilities and programs.

#### Article VI. BUDGET

The annual budget for the operation of the Operating Corporation's Career & Technical Education facilities and programs shall be prepared in accordance with procedures set out by the Indiana State Board of Accounts and the Department of Education.

#### Article VII. STUDENTS TO BE ENROLLED

The following enrollment procedures will be used:

LPCCTE provide each participating school corporation/district with a list of Career & Technical Education programs to be offered during the new school year on or before January 10 of each year. Applications for enrollment will also be supplied to the participating school corporations/districts by January 10 that will initiate the enrollment process.

On or before March 6, or as determined by the LPCCTE Board, the participating school corporation/district shall have completed the enrollment forms and returned them to the LPCCTE office. Late enrollment forms will be accepted on a first come, first serve basis. LPCCTE will assign students to programs objectively per the approved LPCCTE Board policy.

On or before April 5, the Career & Technical Education office counseling staff shall tabulate the number of applications and initiate the normal balancing procedure working with the cooperation of school counselors to ensure reasonable and cost-effective class enrollment numbers. It is understood that some variation in enrollment will take place between this spring balancing and the ADM final count; however, the cooperating school agrees to have done the major portion of their screening by May 1 and only minor adjustments should occur from this point to the official ADM day.

Corporations will be sent Career & Technical Education enrollment numbers as soon as practical, requesting superintendent commitment to pay for all enrolled students. The participating school corporation/district does herewith enter into as a part of this contract to provide for the financial costs incurred for those student enrollees whose placement shall be determined in accordance with the procedures herewith defined for the succeeding school year.

#### Article VIII. COST TO PARTICIPATING SCHOOL CORPORATIONS

The cost to a participating school corporation shall be determined in the following manner:

3 credit programs (block scheduling schools 4 credits) will be billed, per student.

For the 2025-26 school year, total fees will be \$4397.00 with \$4,109.00 for student tuition and \$288.00 for room rental billed by the Michigan City Area School's finance office. Fees may be changed by the Michigan City Area Schools with the participation of the La Porte County Career and Technical Education Advisory Committee. Career & Technical Education programs with fewer credits will be billed at a prorated portion of the costs identified above. Operating corporations will receive a commensurate amount of the billings above as income based on the number of students attending programs hosted at their school(s).

Each participating school corporation will pay the tuition and prorated room rental for each of their students enrolled in the La Porte County Career & Technical Education District #6 programs as of the ADM count day. Billing shall occur on a Bi-annual basis.

The participating school corporations may be billed by October 30, 100% of the estimated cost, utilizing the above method.

Cosmetology will no longer be a contracted program.

Any special fees, such as book rental or student supplies, shall be the responsibility of the student and collected by the host school. Any additional fees or changes will be determined by the LaPorte County Career & Technical Education Board.

The amount of the Area #6 Career & Technical Education District administrative budget will be calculated based upon ADM proportions of each participating school corporation.

# Article IX. EMPLOYMENT OF PERSONNEL

- a. The MCAS Board of Trustees shall select and employ a director who shall be responsible for the administration of the vocational education programs.
- b. The MCAS Board shall select and employ all other personnel necessary for the operation of the vocational education cooperative.
- c. The operating corporation shall select and employ all other personnel, with input from the area career & technical education director, for the operation of the career & technical education program(s) within their facilities.
- d. The career & technical education director will work in consultation with the operating corporation on the proper licensing of career & technical education instructors.

# Article X. EXECUTION OF AGREEMENT

This agreement is executed for and on behalf of the governing body of each participating school corporation. Each respective corporation certifies that its governing body has, by resolution, duly entered in the minute book of its school corporation, agreed to the terms of this agreement, and has authorized the execution of this agreement.

#### Article XI. TERMINATION OF AGREEMENT

This agreement shall begin the 1<sup>st</sup> day of July, 2025, and shall continue on a school year basis thereafter unless each party shall notify the other in writing on or before one (1) year prior to the end of said school year of its intention to terminate this agreement.

NOW, THEREFORE, the parties hereto mutually certify and agree that this agreement 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 contained 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 heron.

In witness whereof, the parties hereto have signed this agreement the day and year above written.

# LaPorte County Career & Technical Education, Area Vocational District #6

Attest:							
It's Secretary	By:	It's President					
New Buffalo Area Schools							
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It's Secretary	— By:	It's President	The Control of the Co				