

Date: January 2025

MILLSTREAM CAREER CENTER COOPERATIVE AGREEMENT

Preamble and Intent of Agreement.

Millstream Career Center, faced with the task of providing a plan for career technical education for students enrolled in the eleventh and twelfth grades, proposed to provide opportunities for career-technical education on a cooperative basis.

The fourteen districts of Arcadia Local Schools, Arlington Local Schools, Carey Exempted Village, Cory-Rawson Local Schools, Findlay City Schools, Leipsic Local Schools, Liberty-Benton Local Schools, McComb Local Schools, Miller City-New Cleveland Local Schools, Ottawa-Glandorf Local Schools, Pandora-Gilboa Local Schools, Riverdale Local Schools, Van Buren Local Schools and Vanlue Local Schools are electing to contract between themselves and Millstream Career Center.

Findlay City Schools, which currently provides a full range of career-technical programs and meets the state standards for career-technical education will be the center of the Cooperative and will serve as the fiscal agent. Furthermore, Findlay City Schools will provide the administration and supervision for the programs of the Cooperative. As such, Findlay will employ and supervise the administrators and other supervisory personnel, who will be contracted by Findlay pursuant to Section 3319.02 of the Ohio Revised Code (or its successor provision for the employment of administrators). In doing so, Findlay will agree to follow through on the employment recommendations of the Advisory Council or its Director from the Cooperative, which agreement will not be unreasonably withheld. A major purpose of this Agreement is to reasonably and fairly share the administrative costs of Findlay City Schools as the employer of the administrators among all participating school districts. It is also the intention of this Agreement that the teachers and other non-administrative and non-supervisory employees assigned to the programs in the participating district be employed by and subject to the terms and conditions of employment of each particular participating district in which the program is physically located. There will be no cost sharing of such employment, as well as operational costs of the program other than administration, because each participating district will retain its state funding for career-technical students.

The following list of current programs is illustrative only and does not guarantee or constitute a representation that such programs will be provided in the future.

Arcadia :	<ul style="list-style-type: none">• (AO) Agribusiness and Production Systems• (FCS) Family Consumer Science
Arlington	<ul style="list-style-type: none">• (AO) Agribusiness and Production Systems
Carey	<ul style="list-style-type: none">• (AO) Agribusiness and Production Systems• (CBI) Career Based Intervention• (S5) Marketing
Cory-Rawson	<ul style="list-style-type: none">• (AO) Agribusiness and Production Systems
Leipsic	<ul style="list-style-type: none">• (AO) Agribusiness and Production Systems• (C4) Business and Administrative Services• (FCS) Family Consumer Science
Liberty-Benton	<ul style="list-style-type: none">• (AO) Agribusiness and Production Systems• (FCS) Family Consumer Science
McComb	<ul style="list-style-type: none">• (AO) Agribusiness and Production Systems

	<ul style="list-style-type: none"> • (CBI) Career Based Intervention
Miller City-New Cleveland	<ul style="list-style-type: none"> • (AO) Agribusiness and Production Systems • (CBI) Career Based Intervention • (F6) Engineering and Design • (JO) Medical Bioscience
Millstream Career Center	<ul style="list-style-type: none"> • (B1) Performing Arts • (C4) Business and Administrative Services • (CBI) Career Based Intervention • (DD) Structural Systems • (E1) Teaching Professions • (F6) Engineering and Design • (FCS) Family Consumer Science • (JM) Allied Health and Nursing • (LO) Culinary Arts • (L1) Hospitality • (M1) Cosmetology • (M3) JTC • (N1) Interactive Media • (N2) Network Systems • (N3) Programming & Software Development • (N4) Cybersecurity • (R7) Manufacturing Operations • (S5) Marketing • (T9) Ground Transportation
Ottawa-Glandorf	<ul style="list-style-type: none"> • (F6) Engineering and Design • (JO) Medical Bioscience
Pandora Gilboa	<ul style="list-style-type: none"> • (F6) Engineering and Design • (JO) Medical Bioscience
Riverdale	<ul style="list-style-type: none"> • (AO) Agribusiness and Production Systems • (F6) Engineering and Design
Van Buren	<ul style="list-style-type: none"> • (AO) Agribusiness and Production Systems

Students will be enrolled for their basic academic program at their home school and utilize the career-technical programs available through the member schools for career-technical training.

THIS AGREEMENT made as of the last day of **January 2025** by and among Arcadia Local School District, Arlington Local School District, Carey Exempted School District, Cory-Rawson Local School District, Findlay City School District, Leipsic Local School District, Liberty-Benton Local School District, McComb Local School District, Miller City-New Cleveland Local School District, Ottawa-Glandorf Local School District, Pandora-Gilboa Local School District, Riverdale Local School District, Van Buren Local School District and Vanlue Local School District on behalf of whom, their duly authorized officers have signed below:

WHEREAS the Ohio General Assembly by H.B. 531 and specifically Revised Code 3313.90 has declared that each school district shall establish and maintain a career-technical education program in accordance with standards adopted by the State Board of Education and has expressly declared such career-technical programs, where practicable, shall be provided in high schools; and

WHEREAS each of the above said boards desires to maintain and/or expand its facilities and make available

to the students in its district the full range of career-technical education opportunities and experiences which the districts collectively are able to provide.

NOW THEREFORE it is mutually agreed by the said school districts for and on behalf of their respective districts as follows:

Section 1.

Definitions.

As used in this Agreement, the following words have the following meanings:

- a. "Advisory Council" means the Council established under Section 2 of this Agreement.
- b. "Agreement" means this Agreement as the same may be amended, modified or supplemented in accordance with Section 12 hereof.
- c. "Director" means a person employed by the fiscal agent to have overall oversight and to administer the programs. The employment of such Director to be upon the recommendation of the fiscal agent with input from the Advisory Council at the appropriate times for employment and reemployment decisions to be made.
- d. "Assistant Director" means a person employed by the fiscal agent to assist in the overall oversight and to administer the programs. The employment of the Assistant Director will be upon the recommendation of "Director" and the fiscal agent. Advisory Council will be updated throughout the process.
- e. "Eligible Students" means all pupils enrolled in the eleventh and twelfth grades in each Participating District.
- f. "Participating School District" means a school district the board of education of which is authorized by Section 3313.92 of the Ohio Revised Code to enter into this Agreement, has by resolution duly approved this agreement, or any subsequent-agreement and whose duly authorized officers shall have signed said Agreement on its behalf and includes any school district which succeeds by law to jurisdiction over all or part of the territory of a former District.
- g. "Student-Course Capacity" means the number of available places in career-technical education classes for students multiplied by the number of career-technical education courses actually being offered. The number of courses and student places shall be set forth, if possible, prior to registration but no later than the March meeting and said number of courses and student places may be changed annually upon majority approval of the Advisory Council.
- h. "Career-Technical Courses" means the career-technical education courses which are developed in compliance with state or local standards to provide career-technical education for the students of the participating districts.

Section 2.

Advisory Council.

- a. The Advisory Council shall be composed of the superintendent of each participating district and one representative appointed by the Fiscal Agent (Findlay City Schools). The Director shall serve as advisor and administrator of the Advisory Council. A superintendent may be represented by his/her designee and recorded when the roll is called at any Advisory Council meeting. Local board of education members are always welcome at Advisory Council meetings.
- b. The Director or any three (3) members of the Advisory Council may call a meeting of said council by serving written notice of the time and place of such meeting upon each member of the Council at least

two days prior to the date of such meeting. Such notice must be signed by the official or the members calling the meeting.

- c. The Advisory Council shall meet at least three times a year. The Director shall act in a leadership role in conducting all meetings. The ESC Superintendents of the participating schools of Hancock and Putnam Counties shall serve as ex-officio non-voting members. The Director shall appoint a recording secretary.
- d. A quorum to operate a meeting shall consist of at least fifty percent (50%) of the Advisory Council voting members. Passage of any proposal is by a majority of the members voting. The following action of the Advisory Council requires a supermajority, that is, approval of at least two-thirds of the full membership of the Advisory Council: funding for expansion of facilities and/or Career Technical Program personnel.
- e. 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.
- f. A proposal which would make a change in this agreement shall be approved by two thirds favorable acceptance of all Boards of Education. The Executive Finance Committee, consisting of five (5) members (the superintendent of Findlay City Schools, the treasurer of Findlay City Schools, and three (3) superintendents representing Putnam, Hancock and Wyandot/Hardin counties) will meet annually between March and May to study and recommend long term cost adjustments.

Section 3.

Physical Facilities and Equipment.

- a. Each district reasonably will make available the necessary facilities for the career-technical programs which each will provide under the terms of this Agreement.
- b. New programs which involve expansion or addition of facilities and equipment are to be approved by the advisory council.
- c. Participating school districts will be levied capital improvement fees and those monies shall be paid into a capital improvement fund. (See Section 9) The capital improvement fund will be used for the purchase of facilities and equipment; thus, the facilities and equipment purchased shall be used for addition to, expansion of and/or modification of programs to accommodate the needs of students in all participating schools. The fund may also be used to replace outdated equipment. Priority for the use of capital funds is for programs at the fiscal site.
- d. Inactive capital funds will be invested with all earned interest returned to the fund. Management of the money in this fund for investment purposes will be at the discretion of the fiscal agent.
- e. 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 in grades 9-12. The amount of the additional yearly contribution shall be agreed to by two-thirds of the member districts.
- f. In the event that the equipment is no longer usable and sold, the proceeds of the sold equipment shall be placed back into the Millstream capital equipment account or specific program account.

Section 4.

Management and Operation of Career-Technical Building/ Facilities and Programs.

- a. Subject to the provisions of this Agreement and applicable laws, each participating school district shall have full charge of their operation of the career-technical buildings, facilities and programs conducted therein. State funding for programs or classes housed in a participating school shall be retained by that school. Each participating school district shall 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.
- b. Nothing in this Agreement prohibits a participating school district from administering and operating a career-technical program on its own, not subject to administration by the Cooperative under this Agreement. If such school district desires to transfer administration of the program to Millstream, its Board of Education must make a formal request to Millstream, and Millstream (through the Advisory Council) reserves the right to reject or accept administration of the program.

Section 5.

Facilities/Addition of Facilities to Meet Increased Demand.

- a. 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.
- b. The cost of expansion shall utilize the capital funds account for this purpose. Expenditures from the capital funds shall be upon the approval of the Advisory Council. The consent and approval of the host board of education must be obtained prior to the action for expansion becoming effective. The host board of education will retain title to any expansion facility located on its grounds or in its district boundaries.

Section 6.

Priority of Placement; Capacity of School.

- a. Each participating school district shall provide equal access to place the eligible students in its district in the career- technical programs of the other participating school districts so long as the capacity of the district in which placement is sought permits, and subject to the provisions of Section 7 hereafter, shall have the right of priority of such placement over any school district which is not a participating school district. A schedule of recruitment dates will be established by the host school and will occur prior to the close of student registration.
- b. Eligible students who reside in, are enrolled in or attend a member school district shall make an application to the Director of the Cooperative by a date established each year by the Director. Each applicant will be requested to prioritize the programs in which he/she wishes to enroll. Applicant's home school shall provide required documentation for the selection process (i.e. transcript) to make sure students are on track to graduate.
- c. When the participating district enrollment drops five (5) students or ten percent (10%) of the students selected, between April 30 and October 15, a penalty of fifty percent (50%) per student, of the excess cost of the program from which the student withdrew will be assessed. This charge will be credited to the program cost from which the student withdrew. A student who transfers from a district but remains in the Cooperative will not be included in this calculation.
- d. The final decision as to which students are enrolled in the various programs will be based on the following criteria and will be made by the Director of the Millstream Cooperative program.

Criteria for placement of any eligible student in Millstream Cooperative programs:

1. Applicant must reside in, be enrolled in or attend a member school district.
2. Applicant will visit their program of interest.
3. Students will complete a Millstream Career Center application (with parent/guardian signature). Application will include an evaluation by the home school counselor with written comments to help clarify anything on the student transcript.
4. A current transcript will be sent to Millstream that includes academic progress and attendance for consideration for admittance.
5. Applicants will be evaluated by a Millstream team of 5 staff members consisting of Director and/or Assistant Director, teaching staff and counselor. Demographic records and notes on the decisions for admission or non-admission will be held for 2 years.

Section 7.

Equal Access.

All eligible students shall have equal access to all programs. Placement of students in programs shall be based on a selection criteria of all qualified students regardless of district of residence.

- a. Annually, as set forth in Section 1 (e & g), each participating school district shall determine by state career-technical standards and local facility limitation, and the Advisory Council shall confirm the student course capacity for the next school year.
- b. Provision shall first be made for all Millstream students who were enrolled in the same career-technical program at the end of the preceding school year.

Section 8

Operating Costs.

- a. Each participating educational entity will pay an annual fee of \$5,000.00 for operating costs. This fee will be used for administrative and supervisory personnel including a Career Technical Director, a Counselor, and other personnel deemed necessary by the Advisory Council. The Fiscal Agent will charge at a rate of one percent (1%) per year of the total Millstream appropriation measure. Any excess cost will be assessed on all students in grades 9-12.
- b. State and/or federal funds and donations are to be used for instructional and operating costs. The majority of these funds will be provided on a monthly basis through the Foundation Program payment.
- c. Excess Costs will provide for payment of operating costs, including instructional costs that exceed the amounts generated by the annual fee and state and/or federal funds.

Excess costs will be determined for each career technical program by the host district, based upon the number of students participating in each individual program as of October 15. Host districts will bill individual education entities. Administrative and supervisory excess costs will be prepared by the fiscal agent. These costs will be based on the number of students enrolled in grades 9-12 as reported on the official October count ADM-1 report.

In summary, there are three sources of operating funds, (1) an annual fee (2) state and/or federal funds (3) excess costs.

Section 9.
Capital Costs.

- a. Each educational entity, except for the fiscal agent, will annually provide for Capital funds for equipment and facilities at a rate of \$25.00 per pupil enrolled in the upper four grades of each high school. The number of pupils enrolled is as reported as of the Wednesday of the first full week in October.
- b. Each educational entity, including the fiscal agent, will annually pay rent for facilities at a rate of \$75.00 per pupil enrolled in the upper four grades of each high school. The number of pupils enrolled is as reported on the Wednesday of the first full week of October.

Section 10.
Billing Dates.

Billing dates for operating (section 8a) are July 15 and January 15 and capital cost (section 9) shall be on October 15 and January 15 of each year. The billing date for Excess Costs (section 8c) will be after June 30th of each fiscal year.

Section 11.
Addition of Participating Districts.

- a. A district wishing to become a part of the Millstream Cooperative must apply to the Advisory Council with a formal resolution from its Board of Education.
- b. The Advisory Council must approve the acceptance of the district by two-thirds (2/3) favorable votes.
- c. The acceptance of the district must also be approved by a two-thirds favorable vote of all boards of education of the participating districts.
- d. Any districts admitted after the September 1, 1986 starting date must pay a buy-in fee as determined by the Advisory Council in the particular case.

Section 12.
Amendments.

This Agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment or supplement by two-thirds (2/3) of the Advisory Council members, then by the boards of education of at least two-thirds of the participating school districts. The final approval must be obtained from the Superintendent of Public Instruction of the State of Ohio. Such amendment, modification, or supplement shall then become binding upon all participating school districts.

Section 13.
Term of Agreement.

- a. This contract shall continue in force and effect for five (5) years and shall be renewable thereafter upon mutual agreement of participating school districts for additional periods of no less than five years each. Any district wishing to withdraw must give one year written notice by the May meeting. Failure to provide one year written notice will result in assessment of the annual fees.
- b. During this five (5) year contractual term, the ODEW may conduct interim and summative reviews of program operations within the cooperative. Such reviews will focus upon progress being made in program expansion and the extent to which students are participating in career-technical education programs outside their districts of residence. Based upon such reviews, if it is determined that the cooperative agreement is not providing adequate program offerings in accordance with student

interests and local labor market needs, and/or if student participation does not parallel the rate of student participation in other similarly approved cooperative arrangements, the State Board of Education may declare this agreement non-renewable and find all participating districts in non-compliance with the State Standards for Career-Technical Education, as applicable.

Section 14.

Transportation.

Each district shall provide transportation for its own students and any cost of sharing transportation shall be worked out by the districts involved.

Section 15.

Millstream Personnel.

- a. Findlay City Schools employees hired by Millstream will not have their severance paid by the Millstream members schools. All other severances will be paid by member schools.
- b. All postings for Millstream job openings will be sent out to the member schools at the same time as any posting made to Findlay City School employees.

Section 16.

Effectiveness and Counterparts of Agreement.

This Agreement shall become effective upon its approval by the Participating School Districts and the Superintendent of Public Instruction of the State of Ohio.

WITNESS WHEREOF, the officers of the respective Participating School Districts, upon being authorized by the attached resolution of the Board of Education thereof, duly adopted on the date referred to and executed by their respective signatures, have on behalf of their respective Boards of Education signed the Millstream Cooperative Agreement as of the day and year stated.

The attached agreement was approved by the Millstream Superintendent's Advisory Council on

_____ 2025.

Dr. Andy Hatton, Fiscal Agent Superintendent

Pam Harrington, Fiscal Agent Treasurer

The attached agreement was ratified by member district on this _____ day of _____ by the Board of Education 2025.

President, Member District

Superintendent, Member District

Treasurer, Member District

Resolution for Millstream Career Center Agreement

The superintendent recommends the adoption of the Millstream Career Center Cooperative Agreement for the

next five years