

FOUR CITIES COMPACT CAREER-TECHNICAL COOPERATIVE AGREEMENT

THIS AGREEMENT is made by and among the Barberton City School District Board of Education (Summit County), Copley-Fairlawn City School District Board of Education (Summit County), Norton City School District Board of Education (Summit County), and Wadsworth City School District Board of Education (Medina County).

WHEREAS, R.C. 3313.90 specifically provides 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

WHEREAS, each of the above boards of education wishes to utilize its facilities and to make available to the students in its district the full range of career technical education opportunities and experience 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:

1. DEFINITIONS

As used in this Agreement, the following words and terms have the following meanings and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined.

- (a) "Administrative Board" means the board established under Section 8 of this Agreement.
- (b) "Agreement" means this agreement as the same may be amended, modified or supplemented in accordance with Section 10 hereof.
- (c) "Eligible students" mean children who are enrolled in the eleventh and twelfth grades in a Participating School District (including children who are enrolled pursuant to a Participating School District's interdistrict open enrollment policy), or who are enrolled in the eleventh and twelfth grades in a community school or chartered nonpublic school and whose district of residence is a Participating School District. The Administrative Board may expand career technical education opportunities to seventh through tenth graders pursuant to this Agreement by written approval of all Administrative Board members. A home schooled student whose district of residence is a Participating School District may enroll in career technical programs pursuant to this Agreement only where his or her district of residence's policy governing home schooling allows for his or her enrollment.
- (d) "Participating School District" means a school district in which the board of education is authorized by Section 3313.90 of the Ohio Revised Code to enter into this Agreement, which has by resolution duly approved this Agreement, and whose

duly authorized officers shall have signed this 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.

(e) "Fiscal Agent" means the Wadsworth City School District.

2. PHYSICAL FACILITIES

Each Participating School District will make available the necessary physical facilities for the career technical education programs which each will provide under the terms of this Agreement, and which shall comply with applicable standards of the State Board of Education adopted according to the law and relevant to programs and services for career technical education.

3. CAREER TECHNICAL PROGRAMS

Throughout the term of this Agreement, each Participating School District will provide for all Eligible Students of the Participating School Districts the career technical programs which are available in their respective districts, and which shall comply with applicable standards of the State Board of Education adopted according to the law and relevant to programs and services for career technical education.

The Participating Districts recognize that they may operate unique career technical programs pursuant to this Agreement that other career technical planning districts do not operate or otherwise provide to their students. Likewise, other career technical planning districts may operate unique programs that are not available to Eligible Students pursuant to this Agreement. Given that the Participating School Districts want to provide and support career technical options for Eligible Students, Participating School District students may receive career technical education through other career technical planning districts through a tuition-based agreement of the Participating School District where a student is enrolled and other career-technical planning district, subject to those entities' policies and practices. Likewise, students in other career technical planning districts may receive career technical education through a Participating School District through a tuition-based agreement, subject to those entities' policies and practices.

4. RULES FOR STUDENTS IN CAREER TECHNICAL PROGRAMS

The Participating School Districts agree that the provisions in this Agreement pertaining to rules for students participating in the Four Cities Educational Compact's career-technical programming shall be binding and shall override any conflicting provisions contained in a Participating School District's policies and regulations. All non-conflicting Participating School District policies and regulations shall remain in full force and effect.

5. MANAGEMENT AND OPERATION OF CAREER TECHNICAL BUILDINGS, FACILITIES, AND PROGRAM

Subject to the provisions of this Agreement and applicable laws, standards, rules and regulations, each Participating School District shall have full charge of the administration and operation of the career technical buildings, facilities, and program conducted therein. Each Participating School District shall administer and operate the buildings, facilities, and program within applicable standards of the State Board of Education adopted according to the law and relevant to programs and services for career technical education.

6. PRIORITY OF PLACEMENT, CAPACITY OF SCHOOL, AND ADDITIONAL FACILITIES

Each Participating School District shall have the right to place the Eligible Students in its district in the career technical programs of the other Participating School Districts pursuant to and in compliance with the placement procedures hereinafter set forth in paragraph (a) of this Section and shall proceed with the addition of facilities as provided in paragraph (b) of this Section.

- (a) Each Participating School District shall have the right to place eligible students from its district in the program or programs of other Participating School Districts under the following procedure:
 - (i) Annually, the Director of the Educational Compact (“Director”) shall provide the Administrative Board with his or her recommendation for career technical educational programs and student places for the following school year to be offered pursuant to this Agreement. The Administrative Board shall review the Director’s recommendations and thereafter determine at its discretion the career technical education programs and student places for the following school year with the 3/4 majority consent of Administrative Board members.
 - (ii) No Participating School District will be allotted less than two (2) seats in any career technical program.
 - (iii) Among the Participating School Districts, the greatest number of student places will be accorded Eligible Students residing in the Participating School District where a particular program is offered.
 - (iv) The procedures under clauses (ii) and (iii) of this paragraph (a) of Section 6 are intended as general rules of guidance to achieve an equitable distribution of student places among the Participating School Districts, with recognition that such procedures cannot be applied with absolute precision. Where a question of equitable distribution of student places for each Participating School District arises, the Director shall provide the Administrative Board with a recommendation for resolving the issue. After reviewing such recommendation, the Administrative Board shall have authority to resolve any inequities resulting therefrom to the extent reasonable and with such

variations as may be consistent with the objective of achieving fairness over the term of this Agreement, including recognition of practical limitations on enrollments from a given Participating School District.

- (b) In the event that the number of Eligible Students seeking placement in one or more courses of a Participating School District shall exceed the full capacity of the course as determined by the Participating School Districts, a Participating District will, upon recommendation of the Administrative Board, which will seek input from the Director, consider the advisability of enlarging the existing facilities or providing additional facilities on a basis to be agreed upon at the time by each Participating School District with a good faith effort, within practical, financial and legal limitations, toward solution of the problem, giving consideration, among other things, to the respective number of Eligible Students in each Participating School District relative to the number of Eligible Students in all the Participating School Districts. It is contemplated that the cost of capital improvements during the term of this Agreement and any renewal terms shall be borne by the Participating School District incurring same.

7. APPORTIONMENT OF OPERATING COSTS

The annual distribution of student places in the Four Cities Educational Compact, as approved by the Administrative Board, will be the basis for apportionment of operating costs. The aggregate costs of operation of the career technical education programs for the Participating School Districts shall be determined and computed as follows:

- (a) The average cost per pupil for incoming students (i.e., all non-resident students attending a Participating School District's career technical program pursuant to this Agreement) and outgoing students (i.e., all resident students or interdistrict open enrolled students attending another Participating School District's career technical program pursuant to this Agreement) will be determined through the use of the Ohio Department of Education's Education Management Information System. Participating School Districts will collaborate to assure students are properly reported by both the district of residence or district of enrollment, for interdistrict open enrolled students; and the district of attendance. A student's percentage of attendance will equal a total of one when the district of attendance and district of residence or district of enrollment, for interdistrict open enrolled students, are added together, unless the student is attending a community school or chartered nonpublic school. The community school and chartered nonpublic school students shall be included in the average daily membership of the school district of residence as a part-time student in proportion to the time spent in the career-technical education program, with the proper proportion of that time allocated to the district of attendance through the use of the Ohio Department of Education's Education Management Information System. In the event that home schooled students are deemed "Eligible Students" pursuant to Section 1 paragraph (c), the average cost per pupil will likewise be determined through the use of the same calculations for community school and chartered nonpublic school students.

- (b) Operating costs of the Four Cities Educational Compact are the responsibility of the Fiscal Agent. All costs associated with the operation of the Director and his/her office/staff will be accounted for by the Fiscal Agent. The Fiscal Agent in cooperation with the Director and the Administrative Board will periodically bill the Participating School Districts one fourth of the cost to operate said office. Further, the operating costs of the compact may be supplemented through compact grants.
- (c) The Fiscal Agent will charge an administrative fee to be paid equally by the Participating School Districts of 3% of the operating costs of the compact.
- (d) Each Participating School District is responsible for hosting and funding their programs and making them available to the other Participating School Districts.
- (e) Any career technical course-related student fees for consumable supplies or materials shall be waived for placed students who qualify for free lunch under the National School Lunch Program and assumed by the Participating School District that is providing the career technical program. Course-related student fees for non-consumable items that will be kept by the students, such as uniforms, tools and similar items will be charged to the placed student by the Participating District that is providing the career technical program.

8. ADMINISTRATIVE BOARD

The superintendent of schools of each Participating School District shall constitute the Administrative Board. The chairperson of the Administrative Board shall serve for a one-year term with such term commencing on August 1 of each year. The office of the chairperson shall be rotated among the superintendents of schools of each Participating School District beginning with Barberton City School District, followed by Copley-Fairlawn City School District, Norton City School District, and Wadsworth City School District and then back through the same order so long as this Agreement is in effect. The Director is not a member of the Administrative Board; however, the Director shall provide to the Administrative Board recommendations for issues impacting the Compact, including without limitation those issues specifically delineated in this Agreement.

Regular meetings of the Administrative Board shall be held; and, the Administrative Board shall adopt rules governing the time, place, and conduct of the meetings including an initial annual meeting to be held in August or September. Meetings may be called with a twenty-four hours written notice by the chairperson. The Director may also participate in such meetings as an attendee to provide input and to make recommendations to the Administrative Board, but he/she shall not have the authority to vote. The affirmative vote in writing or otherwise of a 3/4 majority of the members of the Administrative Board (not counting vacancies) shall be sufficient for any purpose except as otherwise provided in this Agreement. If for any reason the superintendent of schools from a Participating School District is unable to attend a meeting, such superintendent shall designate a representative to act on behalf of said superintendent.

9. FEDERAL GRANT ASSURANCES

The Participating School Districts hereby ensure and certify that they will comply with regulations, policies, guidelines, and requirements for receipt of federal grants.

10. AMENDMENTS

This Agreement may be modified, amended or supplemented in any respect upon approval of such modification, amendment or supplement by the boards of education of all four of the Participating School Districts and such amendment, modification or supplement shall thereupon become binding upon all Participating School Districts; provided, however, that no Participating School District shall, without its consent, be obligated to increase its number of career technical education programs. This Agreement and all modifications, amendments, or supplements shall be submitted to the State Board of Education.

11. TERM OF AGREEMENT

This Agreement shall continue in force and effect from July 1, 2015, through June 30, 2020, and shall be renewable thereafter upon mutual consent of all the Participating School Districts for additional periods of no less than five years each. If a Participating School District wishes not to renew, that District must provide written notice of the intention to not renew the Agreement to all other Participating School Districts at least eighteen (18) months prior to the expiration of the Agreement.

12. EFFECTIVENESS AND COUNTERPARTS OF AGREEMENT

This Agreement shall become effective upon its approval by the boards of education of all four of the Participating School Districts. This Agreement may be signed in separate counterparts on behalf of anyone, or more than one, of the Participating School Districts, without necessity for any one counterpart to be signed on behalf of all the Participating School Districts, and all such separately signed counterparts shall be filed with the superintendent of the Wadsworth City School District and shall together constitute one Agreement.

13. MISCELLANEOUS

- (a) Notice - Any notice to a Participating School District required to be in writing shall be deemed given if left at the office of the superintendent thereof or deposited in the United States mail, postage prepaid, by registered mail addressed to such superintendent at his office.

- (b) Transportation - Transportation of Eligible Students shall be provided by each Participating School District for students residing in its district at its own expense. However, the Director annually shall make a recommendation to the Administrative Board, and the Administrative Board annually shall review the transportation of Eligible Students to determine if any adjustments to student transportation schedules or providers should be made. With written permission from Eligible Students' parent(s) or legal guardian(s) (or written permission from Eligible Students 18 years of age or older), such students may provide their own transportation from their Participating School District of residence or district of enrollment, for interdistrict open enrolled students, to their Participating School District of attendance, subject to all applicable laws and regulations (including without limitation that licensed drivers under age 18 are not permitted to transport more than one person who is not a family member at any time, unless the driver's parent or guardian is in the vehicle as well.).

- (c) School Calendar – The Participating School Districts are encouraged to work together through the Administrative Board in an effort to coordinate the respective School calendars, subject to school board approval. The Participating School Districts recognize that their school calendars being as closely aligned as possible results in a better educational experience for Eligible Students.

- (d) References – Any references herein to the State Board of Education, State Department of Education, or any division thereof, Superintendent of Public Instruction or to other offices established by statute, shall include reference to any such board, department, or office regardless of subsequent statutory change or name or title and shall include reference to any board, department, other public body or officer as shall succeed to the relevant functions by reason of any statutory change.

- (e) Employment of Personnel – Each Participating School District shall hire its own teaching staff to operate the career technical education programs described in Section 3 of this Agreement. In addition, the Administrative Board shall make recommendations for the employment of all other necessary Four Cities Compact office personnel to assist in the operation of the career technical education programs provided pursuant to this Agreement, including without limitation a Director, and such personnel shall be employed if the board of education of the Fiscal Agent authorizes such employment. To assist the Administrative Board, the Director shall make recommendations to the Administrative Board regarding the employment of all necessary Four Cities Compact office personnel (which does not include teaching staff) to assist in the operation of the career technical education programs. The Director, however, shall participate in the interview process for teaching positions in the career technical education programs to provide input during that process. The costs associated with the employment of necessary Four Cities Compact office personnel shall be apportioned equally among all of the participating school districts and the procedures for making payment to the Fiscal Agent for satisfying such costs shall be determined by the administrative board.

(f) Evaluation of Personnel – Each Participating School District shall evaluate its own teaching staff required to operate the career technical programs described in Paragraph 3 of this Agreement. The Participating School Districts shall seek and the Director shall provide ongoing input and feedback regarding the career technical education programs’ teaching staff. The Director shall be annually evaluated by the Fiscal Agent’s superintendent, who will gather input from all other Administrative Board members during that evaluation process. The Director shall annually evaluate all of his or her Educational Compact staff.

IN WITNESS WHEREOF, the undersigned officers of the respective school districts, upon being authorized by resolution of the board of education thereof, duly adopted on the date referred to below their respective signatures, have on behalf of their respective boards of education signed this Four Cities Compact Career-Technical Cooperative Agreement on the date indicated below their respective signatures, but effective as of the day and year first above stated.

BOARD OF EDUCATION OF
BARBERTON CITY SCHOOL
DISTRICT

By _____
President

and _____
Treasurer

Resolution Adopted: _____

Agreement Signed: _____

BOARD OF EDUCATION OF
COPLEY-FAIRLAWN CITY
SCHOOL DISTRICT

By _____
President

and _____
Treasurer

Resolution Adopted: _____

Agreement Signed: _____

BOARD OF EDUCATION OF
NORTON CITY SCHOOL
DISTRICT

By _____
President

and _____
Treasurer

Resolution Adopted: _____

Agreement Signed: _____

BOARD OF EDUCATION OF
WADSWORTH CITY SCHOOL
DISTRICT

By _____
President

and _____
Treasurer

Resolution Adopted: _____

Agreement Signed: _____