



INDIANA STATE BOARD OF EDUCATION

To: State Board of Education
From: Timothy Schultz, General Counsel, State Board of Education
Date: November 14, 2018
RE: Request for the Board to Approve the Cancellation of the Current Area 18 CTE Cooperative Agreement and Approve the Proposed Area 18 CTE Cooperative Agreement

SUMMARY OF ISSUE: A CTE Cooperative submitted a request to the State Board of Education seeking approval to cancel a CTE Co-Op Agreement and simultaneously approve a proposed CTE Co-Op Agreement upon the cancellation of the former agreement. This request is an “all-or-nothing” request, in that the CTE Cooperative desires to maintain the current CTE Co-Op Agreement if the Board does not approve the proposed agreement.

Subject to the CTE Cooperative amending Article X of the proposed CTE Co-Op Agreement, the CTE Cooperative’s request satisfies the requirements of the statute governing the creation of career and technical cooperatives and the Board may approve the request. While the statutory prerequisites have been met, the controlling statute *does not* require that the Board approve an agreement on this basis alone. Rather, the Board may take into account additional policy considerations when deciding whether to grant any request to cancel or approve CTE Co-Op Agreements.

I. Introduction.

Indiana Code 20-37-1-1 governs the creation, management, and dissolution procedures for a Career and Technical Education Cooperation Agreement (“CTE Co-Op Agreement”) between local school corporations. Essentially, the statute allows for multiple school corporations to establish and maintain a centralized career and technical education (“CTE”) program, which enables the school corporations to share resources while concurrently allowing the corporations the ability to apportion the costs. If the participating school corporations agree to create a joint CTE program, the designated representatives of the school corporations constitute a board for the management of the schools or departments (“Management Board”).¹ The Management Board has the statutory authority, on behalf of the participating school corporations, to enter into agreements to lease or purchase sites, buildings, and/or equipment that will facilitate the joint CTE program.² Furthermore, a Management Board may appoint and delegate its authority to an executive committee.³

¹ IC 20-37-1-1(b).

² IC 20-37-1-1(f)(1):

The board described in subsection (b) may do the following:

(1) Enter into an agreement to acquire by lease or purchase:

- (A) sites;
- (B) buildings; or
- (C) equipment;

that is suitable for these schools or departments. This authority extends to the acquisition of facilities available under IC 20-47-2.

³ IC 20-37-1-1(f)(2):

By resolution adopted by a majority of the [management] board, designate three (3) or more individuals from the [management] board's membership to constitute an executive committee.

IC 20-37-1-1(g):

Pursuant to IC 20-37-1-1(b), a Management Board may adopt a plan of organization, administration, and support for the joint CTE program (“CTE Co-Op Agreement”), which outline the courses/options offered by the CTE program and, generally, how the CTE program will function. **Such agreements are subject to approval by the Indiana State Board of Education (“Board”).** Once approved, these agreements are statutorily deemed to be a binding contract between the cooperating school corporations.

CTE Co-Op Agreements are subject to very limited changes. For example, course offerings may be revised or withdrawn if a participating school corporation requests the withdrawal per a withdrawal procedure authorized by the CTE Co-Op Agreement. However, if the request to withdraw a course is denied by the CTE Management Board, a participating school corporation may appeal the denial to the State Board. These appeals must describe how the school corporation will provide the particular career and technical education that is being withdrawn from the CTE program within the school corporation, and include a provision that provides for at least a two year phase-out of the course offering from the joint CTE program.

Although IC 20-37-1-1 allows participating school corporations the ability to make minor changes (e.g. withdrawing or revising CTE course offerings contingent on State Board approval), the statute prohibits the participating school corporations from changing the other terms of the CTE Co-Op Agreement. Participating school corporations may cancel or annul the CTE Co-Op Agreement **only** when two requirements are satisfied: **1) a majority of the participating school corporations vote to cancel the CTE program, and 2) upon the approval of the Board.**⁴

II. Area 18 Career and Technical Education Cooperative.

Currently, the Area 18 Career and Technical Education Cooperative (“Cooperative”) is made up of nine (9) members: Adams Central Community Schools, Blackford County Schools, Bluffton-Harrison Metropolitan School District, Huntington County Community School Corporation, Jay School Corporation, North Adams Community Schools, Northern Wells Community Schools, South Adams Schools, and Southern Wells Community Schools. The Cooperative operates under a CTE Co-Op Agreement that was adopted in July of 2010.

A. The Cooperative’s Request to the Board.

Pursuant to IC 20-37-1-1, the Cooperative has submitted a request to the Board asking that the Board cancel the current CTE Co-Op Agreement and approve the proposed CTE Co-Op Agreement. Furthermore, the Cooperative has explained that it considers this request as an “all-or-nothing” request—specifically that the Board only cancel the current CTE Co-Op Agreement if it concurrently approves the proposed agreement. In other words, if the Board does not approve the proposed CTE Co-Op Agreement, the Cooperative wants to continue operating under the current CTE Co-Op Agreement.

To the extent provided in a resolution adopted under subsection (f)(2), an executive committee shall do the following:

- (1) Exercise the authority of the full board in the management of the schools or departments.
- (2) Submit a written summary of its actions to the full board at least semiannually.

⁴ IC 20-37-1-1(c).

1. Procedural History of the Cooperative's Request to the Board.

According to the materials submitted with the Cooperative's request, the Cooperative's Management Board voted to approve the proposed CTE Co-op Agreement by a vote of 7-1 in June of 2017—Southern Wells Community Schools ("Southern Wells") voted against the proposed CTE Co-Op Agreement and one other Cooperative member was absent.⁵ Further, the Cooperative provided documentation demonstrating that seven (7) of the nine (9) participating school corporations have adopted resolutions to both cancel the current CTE Co-Op Agreement and approve the proposed agreement. One school corporation (Northern Wells Community Schools) abstained from the decision and another school corporation (Southern Wells) adopted a resolution to maintain the current CTE Co-Op Agreement and reject the proposed agreement. Specifically, the Southern Wells resolution states, in relevant part:

Section 1: The Board of School Trustees expresses its desire to maintain the existing Career and Technical Education Area 18 Agreement and reject the proposed Career and Technical Education Area 18 Agreement attached to this resolution.

Section 3: The Board of School Trustees hereby directs the Superintendent of Southern Wells Community Schools to take all necessary action to maintain the existing Career and Technical Education Area 18 Agreement and reject and decline to enter into the proposed Career and Technical Education Area 18 Agreement attached to this resolution. Such actions include, but are not limited to, voting consistent with the resolution in the appropriate meetings of the Administrative Board of CTE Area 18. To the extent the existing CTE Area 18 Agreement is cancelled, the Superintendent shall inform the Board of School Trustees of the development and shall not enter into the new agreement absent further action of the Board of School Trustees.

Therefore, in addition to voting to keep the current CTE Co-Op Agreement in place, Southern Wells has opted to refrain from joining the proposed CTE Co-Op Agreement being presented to the Board by the Cooperative. In other words, if the Board approved the Cooperative's proposed CTE Co-Op Agreement, Southern Wells will no longer be a member of the Cooperative.

⁵ The proposed CTE Co-Op Agreement showing all additions, deletions, and other edits as compared to the current agreement is attached as Exhibit A.

2. The Cooperative's Request to Cancel the Current CTE Co-Op Agreement.

As explained in the Introduction, IC 20-37-1-1 does not contain any provisions allowing the participating school corporations to change the terms of the CTE Co-Op Agreement (aside from course offerings). Participating school corporations may cancel or annul the CTE Co-Op Agreement **only** when two requirements are satisfied: **1) a majority of the participating school corporations vote to cancel the CTE program, and 2) upon the approval of the Board.**⁶

Pursuant to the materials provided by the Cooperative, a majority of the Cooperative's participating school corporations have voted to cancel the current CTE Co-Op Agreement. Thus, the Cooperative's request to cancel the current CTE Co-Op Agreement has been properly submitted to the Board.

3. The Cooperative's Request to Approve the Proposed CTE Co-Op Agreement.

Although the proposed CTE Co-Op Agreement contains a number of changes, there are two sections that require Board scrutiny before official action is taken. First, Article V of the proposed CTE Co-Op Agreement reads as follows:

ARTICLE V TRANSPORTATION OF STUDENTS

Decisions regarding transportation of students to the CTE Area 18 Career & Technical Education sites shall be left to the discretion of the participating school corporations. No transportation of students to and from any school will be provided by CTE Area 18 Career & Technical Education Area 18.

In accordance with the cooperative and collaborative nature of this agreement, participating school corporations agree, as a condition of participation, not to provide any school transportation services within other participating school corporations' boundaries except as part of shared services under this or similar agreements, in conjunction with out-of-district extra-curricular events/field trips, or where required by law.

As the CTE Co-Op Agreement is a contract between the participating members of the Cooperative, the agreement may enumerate the benefits and restrictions imposed on the participating schools, to the extent these provisions comply with any applicable state and federal laws. Moreover, the above referenced language is permissible, but it must be noted that this language is the basis of Southern Wells' vote against the proposed CTE Co-Op Agreement.

⁶ IC 20-37-1-1(c).

The second section of the proposed CTE Co-Op Agreement that requires additional attention is Article X, which reads as follows:

ARTICLE X SCHOOL DISTRICT ADDITIONS, WITHDRAWALS, AND DISPUTE RESOLUTION

School districts may be added to the CTE Career & Technical Education Area 18 cooperative by petitioning the Administrative Board before January 1, prior to the next school year. Consideration of a new school district shall be reviewed by the Administrative Board and a motion to recommend acceptance shall be approved by a two-thirds majority of the full Administrative Board.

A "Request Notice to Withdraw" must be presented to the Administrative Board at least one year prior to the date of withdrawal. Acceptance of the "Request to Withdrawal" shall be based on a motion approved by a two-thirds majority of the full Administrative Board. If a school district withdraws from CTE Area 18 the cooperative, all materials and equipment obtained as a member of the CTE Career & Technical Education Area 18 cooperative may shall remain with the cooperative as approved by a majority of the full Administrative Board.

Disputes among participating schools arising from this agreement will be resolved by the Administrative Board. Participating schools found to be in violation of this agreement may be removed at a date to be determined and approved by the Administrative Board from the CTE Area 18 by a majority vote of the full Administrative Board. If a school district is removed from the cooperative, all materials and equipment obtained as a member of the CTE Area 18 may

remain with the cooperative as approved by a majority of the full Administrative Board. The Administrative Board will provide at least a two (2) year phase-out of the education program or course offering of any participating school removed from this cooperative in accordance with Indiana Code 20-37-1.

Although school corporations that participate in CTE Cooperatives pursuant to IC 20-37-1-1 may determine the manner in which a member may be removed from the CTE Cooperative, such actions are still subject to the requirements of the statute. If a CTE Cooperative participate were to withdraw, either voluntarily or by a determination of the CTE Cooperative, the new composition would require that the original CTE Co-Op Agreement to be canceled and a new agreement approved by the Board. Therefore, if the Board approves the Cooperative's proposed CTE Co-Op Agreement, such approval must be contingent on the Cooperative amending the language in Article X to reflect that any change in the composition of the Cooperative is contingent on seeking Board approval to both cancel the original agreement and approve a new agreement.

III. Conclusion.

The Cooperative has submitted a request to the Board, seeking approval to both cancel the current CTE Co-Op Agreement and approve the proposed CTE Co-Op Agreement. This request is an “all-or-nothing” request, in that the Cooperative does not desire to have the current CTE Co-Op Agreement canceled if the Board fails to approve the proposed agreement. Furthermore, if the Board approves the Cooperative’s request, Southern Wells will no longer be a member of the Cooperative.

Subject to the Cooperative amending Article X of the proposed CTE Co-Op Agreement to account for the requirements of IC 20-37-1-1, the Cooperative’s request satisfies the requirements of the statute, and the Board may approve the Cooperative’s request. Additionally, it is recommended that if the Board votes to approve the proposed CTE Co-Op Agreement, the Cooperative be permitted to subsequently allow Southern Wells to rejoin the Cooperative without additional Board action. However, with the exceptions of amending Article X and permitting Southern Wells to rejoin the Cooperative, any other changes to the CTE Co-Op Agreement will require Board action pursuant to IC 20-37-1-1.

Finally, IC 20-37-1-1 does not mandate that the Board grant all requests to cancel or approve CTE Co-Op Agreements that have satisfied the requirements of the statute. Thus, the Board may take into account additional policy considerations when making such a determination.

Exhibit A

Career and Technical Education Area 18 Agreement

This agreement made and entered into on ~~July 1, 2010,~~ **date to be inserted** by and between the Adams Central Community Schools, ~~Adams County, Indiana;~~ Blackford County Schools, ~~Blackford County, Indiana;~~ Bluffton-Harrison Metropolitan School District, ~~Wells County, Indiana;~~ Huntington County Community School Corporation, ~~Huntington County, Indiana;~~ Jay School Corporation, ~~Jay County, Indiana;~~ North Adams Community Schools, ~~Adams County, Indiana;~~ Northern Wells Community Schools, ~~Wells County, Indiana;~~ South Adams Schools, ~~Adams County, Indiana;~~ and Southern Wells Community Schools, ~~Wells County, Indiana.~~

WITNESSETH:

WHEREAS, all aforementioned participating schools **districts** ~~have facilities and services with in their community to provide occupational training for those individuals residing within the Career & Technical Education Area 18 (CTE Area 18) who are desirous and in need of such training, and value the benefits of collaboration and cooperation derived from our voluntary association, and~~

WHEREAS, all **aforementioned** participating schools **districts** ~~are willing to share said~~ **have** facilities and services ~~with other school corporations on a cooperative basis, within their community to provide occupational training for those individuals residing within the Career & Technical Education Area 18 (CTE Area 18) who are desirous and in need of such training, and~~

WHEREAS, all participating schools are willing to share said facilities and services with other school corporations on a cooperative basis, and

WHEREAS, said facilities and services shall be known as **CTE Area 18** ~~Career & Technical Education Area 18,~~ and

WHEREAS, Bluffton-Harrison MSD, shall be considered the fiscal agent,

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

ARTICLE I **STUDENTS AUTHORIZED TO ATTEND THE **CTE AREA 18** ~~CAREER & TECHNICAL EDUCATION AREA 18~~**

Students from participating school corporations may attend the **CTE Area 18** ~~Career & Technical Education Area 18~~ programs on a part-time basis at the discretion of their own participating school corporation. The students who are enrolled in the **CTE Area 18** ~~Career & Technical Education Area 18~~ 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.

Each student attending the **CTE Area 18** ~~Career & Technical Education Area 18~~ shall be considered a student of the sending school corporation for the purposes of calculating the average daily attendance for the sending school corporation. Class management will take place on a cooperative basis between the receiving and sending corporations.

ARTICLE II ADMINISTRATIVE CONTROL

The **CTE Area 18** ~~The Area 18 Career & Technical Education~~ shall be under the administrative control of a board made up of the superintendents ~~(or authorized representative)~~ **(or designee)** ~~of the~~ **from each of** the participating schools (hereafter called the Administrative Board). ~~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.~~

ARTICLE III LOCAL ADVISORY COMMITTEE FOR **CTE AREA 18 CAREER & TECHNICAL EDUCATION AREA 18**

A local advisory committee for **CTE** Area 18 ~~Career & Technical Education~~ shall be composed of two members from each **school** district and shall be selected by **their respective** ~~S~~superintendents. **The members should represent** ~~of Area 18 School Districts~~ representing broad interests in ~~C~~career & ~~T~~technical ~~E~~education on an interest basis similar to that of the State Advisory Council. The functions of ~~this~~ **the advisory** committee shall be to provide recommendations for the operation of the **CTE** ~~Career & Technical Education~~ Area 18 and to bring these recommendations to the Administrative Board. ~~This~~ **The A**advisory ~~C~~committee, as nearly as possible, should represent the interests **s** of all people within the **CTE** ~~Career & Technical Education~~ Area 18.

This Advisory Committee will meet a minimum of two times per year and the minutes of these meetings shall be available to the **CTE Area 18** ~~Career & Technical Education Area 18~~ participating schools at all times.

ARTICLE IV EQUIPMENT PROCUREMENT AND MANAGEMENT GUIDELINES FOR **CTE AREA 18**

The information contained herein defines administrative guidelines and procedures concerning secondary vocational equipment within **CTE** Area 18 where the acquisition cost is borne in whole or in part by **CTE** Area 18 equipment funds (Perkins Funds state/federal).

The general guidelines for secondary/technical equipment procurement and management guidelines will be used as the major reference for equipment within **CTE** Area 18. Equipment purchased with state/federal funds throughout **CTE** Area 18 will be labeled "Property of Area 18" and in the event of a program site/host being changed from one corporation ~~within Area 18~~ to another corporation within **CTE** Area 18, the equipment will be moved to the new site/host at the discretion of the **CTE** Area 18 Administrative Board. In the event a program is discontinued, the equipment will be disposed of or dispersed at the discretion of the **Administrative** Board.

ARTICLE V TRANSPORTATION OF STUDENTS

Decisions regarding transportation of students to the **CTE Area 18 Career & Technical Education** sites shall be left to the discretion of the participating school corporations. No transportation of students to and from any school will be provided by **CTE Area 18 Career & Technical Education Area 18**.

In accordance with the cooperative and collaborative nature of this agreement, participating school corporations agree, as a condition of participation, not to provide any school transportation services within other participating school corporations' boundaries except as part of shared services under this or similar agreements, in conjunction with out-of-district extra-curricular events/field trips, or where required by law.

ARTICLE VI BUDGET AND ACCOUNTING

The annual budget for the operation of **CTE** Area 18 shall be prepared in accordance with the policies of the Indiana State Board of Accounts and the Office of the Superintendent of Public Instruction. Said budget will be developed on a total project basis and shall be subject to the final approval by the Administrative Board. Each receiving corporation must prove any costs charged through accounting procedures required by the Indiana State Board of Accounts.

The Bluffton-Harrison MSD, serving as the fiscal agent, is entitled to recover costs incurred for administering the **CTE Career & Technical Education Area 18** program.

A copy of the projected budget shall be submitted to the participating school corporations/districts no later than August 1 for the following school year. At the end of the fiscal year, an expenditure of funds report will be submitted to each school corporation/district.

ARTICLE VII COST TO PARTICIPATING SCHOOL **DISTRICTS ~~CORPORATIONS~~**

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

Each participating school **district** ~~corporation~~ will pay the per capita cost, book rental, and fees for each of their students enrolled in the **CTE Career & Technical Education Area 18** programs as of the ADM count day. This per capita cost may reduce with additional students, but cannot be increased by drop outs after this date. Schools sending no one will have no expense to the receiving LEA unless agreed upon by all members of the Administrative Board.

The participating school corporations may be billed by December 1 for the estimated cost, utilizing the above method; final billing shall be resolved after the state reimbursement is made.

Any special fees, such as book rental or student supplies, shall be the responsibility of the student and collected by the sending school. Any additional fees or charges will be determined by the Administrative Board.

The salary of the CTE Area 18 Career & Technical Education Director will be calculated based upon APC proportions of each participating school corporation (see division of cost as pro-rated based on APC count appendix) determined and approved by the Administrative Board. The participating schools will share in this expense in a manner determined by the Administrative Board.

ARTICLE VIII THE EMPLOYMENT OF PERSONNEL

All personnel employed at each participating school of the CTE Career & Technical Education Area 18 shall be the responsibility of the local school district. Each school district will be responsible to be in accordance with licensing procedures of the State of Indiana.

ARTICLE IX STUDENTS AUTHORIZED TO ATTEND CTE AREA 18 CAREER & TECHNICAL EDUCATION PROGRAMS

Each high school in CTE Area 18 shall be given the number of available class spaces in each program of instruction as determined by the recommendation of the Administrative Board.

The Board of School Trustees of each Sending Corporation school district will maintain the prerogative to accept all, any portion of, or none of the allocated training spaces each year.

It shall be the responsibility of each sending school district to select those students who are to attend CTE Career & Technical Education Area 18 programs.

ARTICLE X SCHOOL DISTRICT ADDITIONS, WITHDRAWALS, AND DISPUTE RESOLUTION

School districts may be added to the CTE Career & Technical Education Area 18 cooperative by petitioning the Administrative Board before January 1, prior to the next school year. Consideration of a new school district shall be reviewed by the Administrative Board and a motion to recommend acceptance shall be approved by a two-thirds majority of the full Administrative Board.

A "Request Notice to Withdraw" must be presented to the Administrative Board at least one year prior to the date of withdrawal. Acceptance of the "Request to Withdrawal" shall be based on a motion approved by a two-thirds majority of the full Administrative Board. If a school district withdraws from CTE Area 18 the cooperative, all materials and equipment obtained as a member of the CTE Career & Technical Education Area 18 cooperative may shall remain with the cooperative as approved by a majority of the full Administrative Board.

Disputes among participating schools arising from this agreement will be resolved by the Administrative Board. Participating schools found to be in violation of this agreement may be removed at a date to be determined and approved by the Administrative Board from the CTE Area 18 by a majority vote of the full Administrative Board. If a school district is removed from the cooperative, all materials and equipment obtained as a member of the CTE Area 18 may

remain with the cooperative as approved by a majority of the full Administrative Board. The Administrative Board will provide at least a two (2) year phase-out of the education program or course offering of any participating school removed from this cooperative in accordance with Indiana Code 20-37-1.

ARTICLE XI PERIOD OF AGREEMENT

This agreement shall begin on ~~1st day of July, 2010,~~ **date to be inserted**, and shall continue in full force and effect until amended by official action of the Administrative Board. If an amendment is made, a new contract will be written.

Career and Technical Education Area 18 Agreement

IN WITNESS WHEREOF, the parties hereto have signed this agreement and attested as of:

Date

School District

Superintendent

President, Board of School Trustees

Secretary, Board of School Trustees

November 5, 2018

Mr. Timothy A. Schultz
Indiana State Board of Education
143 West Market Street
Suite 500
Indianapolis, IN 46204

RE: Career & Technical Education Area 18 Cooperative
Our Client: Southern Wells Community Schools

Dear Mr. Schultz:

The undersigned represents the Southern Wells Schools, one of nine members of Career & Technical Education Area 18 Cooperative ("Area 18 CTE"). The other members of this cooperative are Adams Central Community Schools, Blackford County Schools, Bluffton Harrison Metropolitan School District, Huntington County Community School Corporation, Jay School Corporation, North Adams Community Schools, Northern Wells Community Schools, and South Adams Schools.

Presently pending before the State Board of Education ("SBOE") is the request of Area 18 CTE's Administrative Board (made up of one representative of each member district) which seeks the SBOE's approval of an amended operating agreement for the Area 18 CTE and its cancellation of the previous operating agreement that has governed the Area 18 CTE since its adoption in 2010. The 2010 agreement does not address the question that is brought before the SBOE by the proposed changes. Southern Wells has voted to oppose the adoption and approval of the amended agreement, and by this letter it is formally requesting the SBOE to exercise its authority to not approve the new agreement, thereby allowing the 2010 agreement to remain in effect. It is my understanding that Northern Wells Schools has abstained from taking action on the new agreement and the other seven members have voted to approve it.

The dispute that has led to the proposed adoption of a new agreement concerns the desire of the other seven members of Area 18 CTE to prevent Southern Wells from remaining a member of the cooperative if it continues to provide bus transportation to students who reside outside of the

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Southern Wells district. As you know, for nearly ten years the state has permitted the open enrollment on a tuition-free basis of students who reside outside a district's corporation boundaries. Southern Wells has a number of students residing in one of three neighboring districts (Blackford, Huntington and Jay) who choose this option; all three of those districts are members of Area 18 CTE. Because the Southern Wells Schools have busses that pick up and return students living in close proximity to those neighboring school districts, many families of those students began requesting that Southern Wells allow its busses to come into the neighboring areas and pick up those students attending Southern Wells. Some of them expressed the belief that the Southern Wells busses would be better able to provide a safe point of student pick-up and drop-off if they came into the neighboring district rather than picking them up and dropping them off at the intersection of two busy state highways as was then the case. Southern Wells agreed to do that. Also, transportation by Southern Wells allowed those families and students to avoid using other unreliable or unsafe means of travel to and from school.

In the nearly ten years since cross-district attendance has been permitted, neither the General Assembly nor the SBOE has enacted legislation or adopted a rule prohibiting a school district from entering the territory of a neighboring district to transport students who elect to attend school in its district. And the SBOE has not adopted a rule that would allow a majority of members of a CTE cooperative to condition a participating school district's continued membership in the coop on its agreement not to exercise its right to transport its students in this manner.

Indiana law, specifically IND. CODE § § 20-37-1 *et seq.*, requires SBOE's approval of the proposed cancelation and adoption of a new operating agreement. Southern Wells respectfully submits the SBOE should not approve the proposed action. Such a condition unrelated to the purposes of vocational education is neither authorized nor contemplated by the statute. And it is certainly not in the best interests of students who reside in the Southern Wells district and wish to take advantage of the career and technical education opportunities that Area CTE 18 offers. It is also not in the best interests of those students who reside in a neighboring district but wish to be transported to a Southern Wells school for CTE purposes or otherwise. These students and their families have chosen to attend Southern Wells; they are not being forced to enroll here. The federal Perkins dollars that support vocational education were never contemplated to be used a lever to compel Southern Wells forfeiture of its rights in a matter that has no relationship to the educational interests the program was designed to further.

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At this time, I cannot predict what action Southern Wells school officials will take if the proposed agreement is approved by the SBOE. Our hope is they won't have to make that decision. Rather, our neighboring school districts opposed to the limited cross-district bussing should take their concerns to the General Assembly or SBOE without holding an unrelated CTE program hostage.

Thank you for your consideration. We look forward to discussing this issue with you and SBOE members at the appropriate time and setting.

Very truly yours,

PARR RICHEY FRANSEN PATTERSON
KRUSE LLP

By 

Kent M. Frandsen

slm

cc: Steve Darnell, Superintendent, Southern Wells Schools
1314599



BLUFFTON-HARRISON METROPOLITAN SCHOOL DISTRICT

*"A LEARNING COMMUNITY WHERE A QUALITY EDUCATION EMPOWERS
ALL STUDENTS TO LEARN AND ACHIEVE TO THEIR FULL POTENTIAL."*

805 EAST HARRISON STREET
BLUFFTON, IN 46714

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July 17, 2018

Esteemed Indiana State Board of Education Board Members,

Pursuant to Indiana Code 20-37-1-1 the Area 18 Career and Technical Education Cooperative is asking the Indiana State Board of Education to approve the proposed Career & Technical Education Area 18 Agreement that is attached.

The Area 18 Career and Technical Education Cooperative is comprised of the following school districts:

1. Adams Central Community Schools
2. Blackford County Schools
3. Bluffton-Harrison Metropolitan School District
4. Huntington County Community School Corporation
5. Jay School Corporation
6. North Adams Community Schools
7. Northern Wells Community Schools
8. South Adams Schools
9. Southern Wells Community Schools

In keeping with the spirit of a Cooperative, the proposed agreement includes, as a condition of participation, language that prohibits a member school from providing school transportation services within another member's school corporation boundary (Article V). Consequently, additional language was added that outlines the process for removal of a member school in violation of the cooperative agreement (Article X).

The Area 18 Administrative Board is comprised of the school superintendents from each of those previously listed nine school districts from above. The proposed agreement was approved by the Area 18 Administrative Board at our June 5, 2017, board meeting by a vote of 7 to 1 (one member absent). Additionally, the proposed agreement has now been approved by the local school boards of five of our nine participating school districts. However, school boards from four school districts are delaying action on the proposed agreement until the State Board of Education provides direction. On May 23, 2018, the Area 18 Administrative Board voted to submit this request to the State Board on a 7-1 vote (one member absent).

Since the Indiana State Board of Education is the governing authority for Career and Technical Education agreements in Indiana, we are asking for your action on this request. Feel free to contact me if you have questions.

Sincerely,

Wayne Barker
President of the Administrative Board
Area 18 Career & Technical Education



Revised May, 2010

CAREER & TECHNICAL EDUCATION AREA 18 AGREEMENT

THIS AGREEMENT made and entered into on July 1, 2010, by and between the ADAMS CENTRAL COMMUNITY SCHOOLS, Adams County, Indiana; BLACKFORD COUNTY SCHOOLS, Blackford County, Indiana; BLUFFTON HARRISON METROPOLITAN SCHOOL DISTRICT, Wells County, Indiana; HUNTINGTON COUNTY COMMUNITY SCHOOL CORPORATION, Huntington County, Indiana; JAY SCHOOL CORPORATION, Jay County, Indiana; NORTH ADAMS COMMUNITY SCHOOLS, Adams County, Indiana; NORTHERN WELLS COMMUNITY SCHOOLS, Wells County, Indiana; SOUTH ADAMS SCHOOLS, Adams County, Indiana; and SOUTHERN WELLS COMMUNITY SCHOOLS, Wells County, Indiana.

WITNESSETH:

WHEREAS, all aforementioned participating schools have facilities and services within their community to provide occupational training for those individuals residing within the Career & Technical Education Area 18 who are desirous and in need of such training, and

WHEREAS, all participating schools are willing to share said facilities and services with other school corporations on a cooperative basis, and

WHEREAS, said facilities and services shall be known as the Career & Technical Education Area 18, and

WHEREAS, Bluffton-Harrison MSD, shall be considered the fiscal agent,

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

ARTICLE I. STUDENTS AUTHORIZED TO ATTEND THE CAREER & TECHNICAL EDUCATION AREA 18.

Students from participating school corporations may attend the Career & Technical Education Area 18 programs on a part time basis at the discretion of their own participating school corporation. The students who are enrolled in the Career & Technical Education Area 18 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.

Each student attending the Career & Technical Education Area 18 shall be considered a student of the sending school corporation for the purposes of calculating the average daily attendance for the sending school corporation. Class management will take place on a cooperative basis between the receiving and sending corporations.

ARTICLE II. ADMINISTRATIVE CONTROL.

The Area 18 Career & Technical Education shall be under the administrative control of a board made up of the Superintendents (or authorized representative) of the participating schools (hereafter called the Administrative Board). 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.

ARTICLE III. LOCAL ADVISORY COMMITTEE FOR CAREER & TECHNICAL EDUCATION AREA 18

A local advisory committee for Area 18 Career & Technical Education shall be composed of two members from each district and shall be selected by Superintendents of Area 18 School Districts representing broad interests in Career & Technical Education on an interest basis similar to that of the State Advisory Council. The functions of this committee shall be to provide recommendations for the operation of the Career & Technical Education Area 18, and to bring these recommendations to the Administrative Board. This Advisory Committee, as nearly as possible, should represent the interest of all people within the Career & Technical Education Area 18.

This Advisory Committee will meet a minimum of two times per year, and the minutes of these meetings shall be available to the Career & Technical Education Area 18 participating schools at all times.

ARTICLE IV. EQUIPMENT PROCUREMENT AND MANAGEMENT GUIDELINES FOR AREA 18

The information contained herein defines administrative guidelines and procedures concerning secondary vocational equipment within Area 18 where the acquisition cost is borne in whole or in part by Area 18 equipment funds (Perkins funds - state/federal).

The general guidelines for Secondary/Technical Equipment Procurement and management guidelines will be used as the major reference for equipment within Area 18. Equipment purchased with state/federal funds throughout Area 18 will be labeled "Property of Area 18" and in the event of a program site/host being changed from one corporation within Area 18 to another corporation within Area 18, the equipment will be moved to the new site/host at the discretion of the Area 18 Administrative Board. In the event a

program is discontinued, the equipment will be disposed of or dispersed at the discretion of the board.

ARTICLE V. TRANSPORTATION OF STUDENTS

Decisions regarding transportation of students to the Career & Technical Education sites shall be left to the discretion of the participating school corporations. No transportation of students to and from any school will be provided by Career & Technical Education Area 18.

ARTICLE VI. BUDGET AND ACCOUNTING.

The annual budget for the operation of Area 18 shall be prepared in accordance with the policies of the Indiana State Board of Accounts and the Office of the Superintendent of Public Instruction. Said budget will be developed on a total project basis and shall be subject to the final approval by the Administrative Board. Each receiving corporation must prove any costs charged through accounting procedures required by the Indiana State Board of Accounts.

The Bluffton-Harrison MSD, serving as the fiscal agent, is entitled to recover costs incurred for administering the Career & Technical Education Area 18 program.

A copy of the projected budget shall be submitted to the participating school corporations/districts no later than August 1 for the following school year. At the end of the fiscal year, an expenditure of funds report will be submitted to each school corporation/district.

ARTICLE VII. COST TO PARTICIPATING SCHOOL CORPORATIONS.

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

Each participating school corporation will pay the per capita cost, book rental, and fees for each of their students enrolled in the Career & Technical Education Area 18 programs as of the ADM count day. This per capita cost may reduce with additional students, but cannot be increased by drop outs after this date. Schools sending no one will have no expense to the receiving L.E.A. unless agreed upon by all members of the Administrative Board.

The participating school corporations may be billed by December 1 for the estimated cost, utilizing the above method; final billing shall be resolved after the state reimbursement is made.

Any special fees, such as book rental or student supplies, shall be the responsibility of the student and collected by the sending school. Any additional fees or changes will be determined by the administrative board.

The salary of the Area 18 Career & Technical Education Director will be calculated based upon APC proportions of each participating school corporation (see division of cost as pro-rated based on APC count-appendix)

ARTICLE VIII. THE EMPLOYMENT OF PERSONNEL

All personnel employed at each participating school of the Career & Technical Education Area 18 shall be the responsibility of the local school district. Each school district will be responsible to be in accordance with licensing procedures of the State of Indiana.

ARTICLE IX. STUDENTS AUTHORIZED TO ATTEND AREA 18 CAREER&TECHNICAL EDUCATION PROGRAMS.

Each high school in Area 18 shall be given the number of available class spaces in each program of instruction as determined by the recommendation of the Administrative Board.

The Board of School Trustees of each Sending Corporation will maintain the prerogative to accept all, any portion of, or none of the allocated training spaces each year.

It shall be the responsibility of each Sending Corporation to select those students who are to attend Career & Technical Education 18 programs.

ARTICLE X.

School districts may be added to the Career & Technical Education Area 18 cooperative by petitioning the Administrative Board before January 1 prior to the next school year. Consideration of a new school district shall be reviewed by the Administrative Board and a motion to recommend acceptance shall be approved by a two-thirds majority of the full Administrative Board.

A "Request to Withdraw" must be presented to the Administrative Board at least one year prior to the date of withdrawal. Acceptance of the "Request to Withdrawal" shall be based on a motion approved by a two-thirds majority of the full Administrative Board. If a school district withdraws from the cooperative, all materials and equipment obtained as a member of the Career & Technical Education Area 18 cooperative shall remain with the cooperative.

ARTICLE XI. PERIOD OF AGREEMENT

This agreement shall begin on the 1st day of July, 2010, and shall continue in full force and effect until amended by official action of the Administrative Board. If an amendment is made, a new contract will be written.

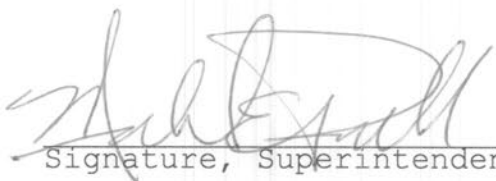
Area 18 Career & Technical Education has a policy of providing equal opportunity. ALL courses are open to all students regardless of age, race, color, sex, handicapping condition, and national origin, including Limited English Proficiency. For further information, clarification, or comment, please contact:

Area 18 Career & Technical Education
Tracy Roberts, Director
#1 Tanager Trail
Buffton, IN 46714
260-824-4602
troberts@bhmsd.k12.in.us


Signature Page
Area 18 Agreement

IN WITNESS WHEREOF, the parties hereto have signed this agreement and attested as of the 8th day of June, 2010.

Adams Central Community Schools


Signature, Superintendent


President, Board of School Trustees



Attest: Secretary Board of School Trustees

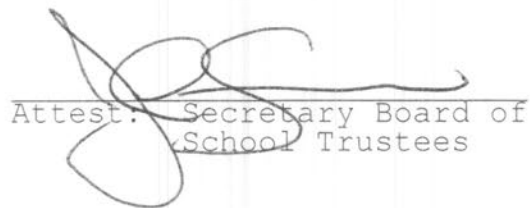
Signature Page
Area 18 Agreement

IN WITNESS WHEREOF, the parties hereto have signed this agreement and attested as of the 15th day of June, 2010.

Blackford County Schools


Signature, Superintendent


President, Board of School Trustees


Attest: Secretary Board of School Trustees


Signature Page
Area 18 Agreement

IN WITNESS WHEREOF, the parties hereto have signed this agreement and attested as of the 14th day of **June** 20 10.

Bluffton-Harrison MSD Schools


Signature, Superintendent


President, Board of School Trustees


Attest: Secretary Board of School Trustees

Signature Page
Area 18 Agreement

IN WITNESS WHEREOF, the parties hereto have signed this agreement and attested as of the 14th day of June, 2010.

Huntington County Community School Corporation



Signature, Superintendent



President, Board of School Trustees


Attest: Secretary Board of School Trustees

Signature Page
Area 18 Agreement

IN WITNESS WHEREOF, the parties hereto have signed this agreement and attested as of the 14th day of June, 2010.

~~Adams Central Community Schools~~

Jay School Corporation



Signature, Superintendent



President, Board of School
Trustees

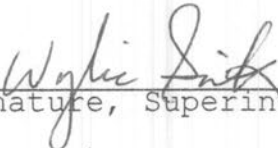


Attest: Secretary Board of
School Trustees

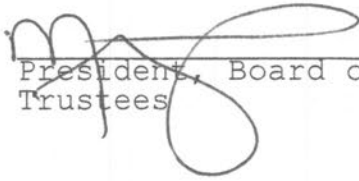
Signature Page
Area 18 Agreement

IN WITNESS WHEREOF, the parties hereto have signed this agreement and attested as of the 14th day of September, 2010.

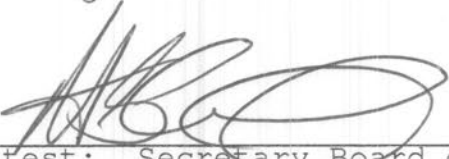
North Adams Community Schools



Signature, Superintendent



President, Board of School Trustees



Attest: Secretary Board of School Trustees

Signature Page
Area 18 Agreement

IN WITNESS WHEREOF, the parties hereto have signed this agreement and attested as of the 15 day of JUNE, 2010.

NORTHERN

~~Southern~~ Wells Community Schools

Scott A. Mills
Signature, Superintendent

Sam Donaghy
President, Board of School Trustees

Donna M. Spear
Attest: Secretary Board of School Trustees

Signature Page
Area 18 Agreement

IN WITNESS WHEREOF, the parties hereto have signed this agreement and attested as of the 14th day of September, 2010.

South Adams Schools

Scott Litchfield
Signature, Superintendent

Arlene Amstutz
President, Board of School Trustees

John L. Mann
Attest: Secretary Board of School Trustees

Signature Page
Area 18 Agreement

IN WITNESS WHEREOF, the parties hereto have signed this agreement and attested as of the 9th day of September 2010.

Southern Wells Community Schools


Signature, Superintendent


President, Board of School Trustees


Attest: Secretary Board of School Trustees

Career and Technical Education Area 18 Agreement

This agreement made and entered into on **date to be inserted** by and between the Adams Central Community School, Blackford County Schools, Bluffton-Harrison Metropolitan School District, Huntington County Community School Corporation, Jay School Corporation, North Adams Community Schools, Northern Wells Community Schools, South Adams Schools, and Southern Wells Community Schools.

WITNESSETH:

WHEREAS, all aforementioned participation school districts value the benefits of collaboration and cooperation derived from our voluntary association, and

WHEREAS, all aforementioned participating schools have facilities and services within their community to provide occupational training for those individuals residing within the Career & Technical Education Area 18 (CTE Area 18) who are desirous and in need of such training, and

WHEREAS, all participating schools are willing to share said facilities and services with other school corporations on a cooperative basis, and

WHEREAS, said facilities and services shall be known as CTE Area 18 and

WHEREAS, Bluffton-Harrison MSD, shall be considered the fiscal agent,

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

ARTICLE I **STUDENTS AUTHORIZED TO ATTEND THE CTE AREA 18**

Students from participating school corporations may attend the CTE Area 18 programs on a part-time basis at the discretion of their own participating school corporation. The students who are enrolled in the CTE Area 18 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.

Each student attending the CTE Area 18 shall be considered a student of the sending school corporation for the purposes of calculating the average daily attendance for the sending school corporation. Class management will take place on a cooperative basis between the receiving and sending corporations.

ARTICLE II **ADMINISTRATIVE CONTROL**

The CTE Area 18 shall be under the administrative control of a board made up of the superintendent (or designee) from each of the participating schools (hereafter called the Administrative Board).

ARTICLE III LOCAL ADVISORY COMMITTEE FOR CTE AREA 18

A local advisory committee for CTE Area 18 shall be composed of two members from each school district and shall be selected by their respective superintendents. The members should represent broad interests in career and technical education on an interest basis similar to that of the State Advisory Council. The functions of the advisory committee shall be to provide recommendations for the operation of the CTE Area 18 and to bring these recommendations to the Administrative Board. The advisory committee, as nearly as possible, should represent the interests of all people within the CTE Area 18.

This advisory committee will meet a minimum of two times per year and the minutes of these meetings shall be available to the CTE Area 18 participating schools at all times.

ARTICLE IV EQUIPMENT PROCUREMENT AND MANAGEMENT GUIDELINES FOR CTE AREA 18

The information contained herein defines administrative guidelines and procedures concerning secondary vocational equipment within CTE AREA 18 where the acquisition cost is borne in whole or in part by CTE Area 18 equipment funds (Perkins Funds state/federal).

The general guidelines for secondary/technical equipment procurement and management guidelines will be used as the major reference for equipment within CTE Area 18. Equipment purchased with state/federal funds throughout CTE Area 18 will be labeled "Property of Area 18" and in the event of a program site/host being changed from one corporation to another corporation within CTE Area 18, the equipment will be moved to the new site/host at the discretion of the CTE Area 18 Administrative Board. In the event a program is discontinued; the equipment will be disposed of or dispersed at the discretion of the Administrative Board.

ARTICLE V TRANSPORTATION OF STUDENTS

Decisions regarding transportation of students to the CTE sites shall be left to the discretion of the participating school corporations. No transportation of students to and from any school will be provided by CTE Area 18.

In accordance with the cooperative and collaborative nature of this agreement, participating school corporations agree, as a condition of participation, not to provide any school transportation services within other participating school corporations' boundaries except as part of shared services under this or similar agreements, in conjunction with out-of-district extra-curricular events/field trips, or where required by law.

ARTICLE VI BUDGET AND ACCOUNTING

The annual budget for the operation of CTE Area 18 shall be prepared in accordance with the policies of the Indiana State Board of Accounts and the Office of the Superintendent of Public Instruction. Said budget will be developed on a total project basis and shall be subject to the

final approval by the Administrative Board. Each receiving corporation must prove any costs charged through accounting procedures required by the Indiana State Board of Accounts.

The Bluffton-Harrison MSD, serving as the fiscal agent, is entitled to recover costs incurred for administering the CTE Area 18 program.

A copy of the projected budget shall be submitted to the participating school districts no later than August 1 for the following school year. At the end of the fiscal year, an expenditure of funds report will be submitted to each school district.

ARTICLE VII **COST TO PARTICIPATING SCHOOL DISTRICTS**

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

Each participating school district will pay the per capita cost, book rental, and fees for each of their students enrolled in the CTE Area 18 programs as of the ADM count day. This per capita cost may reduce with additional students, but cannot be increased by drop outs after this date. Schools sending no one will have no expense to the receiving LEA unless agreed upon by all members of the Administrative Board.

The participating school corporations may be billed by December 1 for the estimated cost, utilizing the above method; final billing shall be resolved after the state reimbursement is made.

Any special fees, such as book rental or student supplies, shall be the responsibility of the student and collected by the sending school. Any additional fees or changes will be determined by the Administrative Board.

The salary of the CTE Area 18 Director will be determined and approved by the Administrative Board. The participating schools will share in this expense in a manner determined by the Administrative Board.

ARTICLE VIII **THE EMPLOYMENT OF PERSONNEL**

All personnel employed at each participating school of the CTE Area 18 shall be the responsibility of the local school district. Each school district will be responsible to be in accordance with licensing procedures of the State of Indiana.

ARTICLE IX **STUDENTS AUTHORIZED TO ATTEND CTE AREA 18 PROGRAMS**

Each high school in CTE Area 18 shall be given the number of available class spaces in each program of instruction as determined by the recommendation of the Administrative Board.

The Board of School Trustees of each sending school district will maintain the prerogative to accept all, any portion of, or none of the allocated training spaces each year.

It shall be the responsibility of each sending school district to select those students who are to attend CTE Area 18 programs.

ARTICLE X SCHOOL DISTRICT ADDITIONS, WITHDRAWALS, AND DISPUTE RESOLUTION

School districts may be added to the CTE Area 18 by petitioning the Administrative Board before January 1, prior to the next school year. Consideration of a new school district shall be reviewed by the Administrative Board and a motion to recommend acceptance shall be approved by a majority of the full Administrative Board.

A "Notice to Withdraw" must be presented to the Administrative Board at least one year prior to the date of withdrawal. If a school district withdraws from CTE Area 18, all materials and equipment obtained as a member of the CTE Area 18 may remain with the cooperative as approved by a majority of the full Administrative Board.

Disputes among participating schools arising from this agreement will be resolved by the Administrative Board. Participating schools found to be in violation of this agreement may be removed at a date to be determined and approved by the Administrative Board from the CTE Area 18 by a majority vote of the full Administrative Board. If a school district is removed from the cooperative, all materials and equipment obtained as a member of the CTE Area 18 may remain with the cooperative as approved by a majority of the full Administrative Board. The Administrative Board will provide at least a two (2) year phase-out of the education program or course offering of any participating school removed from this cooperative in accordance with Indiana Code 20-37-1.

ARTICLE XI PERIOD OF AGREEMENT

This agreement shall begin on **date to be inserted**, and shall continue in full force and effect until amended by official action of the Administrative Board. If an amendment is made, a new contract will be written.

Career and Technical Education Area 18 Agreement

IN WITNESS WHEREOF, the parties hereto have signed this agreement and attested as of:

Date

School District

Superintendent

President, Board of School Trustees

Secretary, Board of School Trustees

**BOARD OF SCHOOL TRUSTEES OF
ADAMS CENTRAL COMMUNITY SCHOOLS**

RESOLUTION

WHEREAS, the Board of School Trustees recognizes the value of occupational training for the School's students; and

WHEREAS, the Board of School Trustees recognizes the benefits of sharing facilities and services with other area school corporations to ensure that students receive the occupational training that they desire and need; and

WHEREAS, the Board of School Trustees recognizes the past benefits of participating in the Career & Technical Education Area 18 ("CTE Area 18") and desires to continue participating in this cooperative program; and

WHEREAS, the Administrative Board of CTE Area 18 has expressed interest in cancelling the existing agreement among the participating school corporations so that they could adopt a new, revised agreement pursuant to Ind. Code § 20-37-1-1; and

WHEREAS, the Board of School Trustees is familiar with the existing agreement as well as the newly proposed agreement and wishes to cancel the existing agreement and approve the new agreement with the participating school corporations so that **ADAMS CENTRAL COMMUNITY SCHOOLS** may continue to be a participating member of CTE Area 18.

BE IT THEREFORE NOW RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF ADAMS CENTRAL COMMUNITY SCHOOLS, that:

Section 1: The Board of School Trustees expresses its intention to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution.

Section 2: **ADAMS CENTRAL COMMUNITY SCHOOLS** shall continue to participate as a member school corporation in CTE Area 18.

Section 3: The Board of School Trustees hereby directs the Superintendent of **ADAMS CENTRAL COMMUNITY SCHOOLS** to take all necessary action to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution. Such actions include, but are not limited to, voting to cancel the existing agreement and to approve the proposed agreement in the appropriate meetings of the Administrative Board of CTE Area 18.

PASSED AND ADOPTED this 11th day of September, 2018.

BOARD OF SCHOOL TRUSTEES OF ADAMS CENTRAL COMMUNITY SCHOOLS

AYE

Brian Jurt
Rhonda Dych
John Walker
T. R.
Ph. L.
B. M.

NAY

Mike Dron

ATTEST:

John Walker
Secretary of the Board of School Trustees

**BOARD OF SCHOOL TRUSTEES OF
BLACKFORD COUNTY SCHOOLS**

RESOLUTION

WHEREAS, the Board of School Trustees recognizes the value of occupational training for the School's students; and

WHEREAS, the Board of School Trustees recognizes the benefits of sharing facilities and services with other area school corporations to ensure that students receive the occupational training that they desire and need; and

WHEREAS, the Board of School Trustees recognizes the past benefits of participating in the Career & Technical Education Area 18 ("CTE Area 18") and desires to continue participating in this cooperative program; and

WHEREAS, the Administrative Board of CTE Area 18 has expressed interest in cancelling the existing agreement among the participating school corporations so that they could adopt a new, revised agreement pursuant to Ind. Code § 20-37-1-1; and

WHEREAS, the Board of School Trustees is familiar with the existing agreement as well as the newly proposed agreement and wishes to cancel the existing agreement and approve the new agreement with the participating school corporations so that **BLACKFORD COUNTY SCHOOLS** may continue to be a participating member of CTE Area 18.

BE IT THEREFORE NOW RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF BLACKFORD COUNTY SCHOOLS, that:

Section 1: The Board of School Trustees expresses its intention to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution.

Section 2: **BLACKFORD COUNTY SCHOOLS** shall continue to participate as a member school corporation in CTE Area 18.

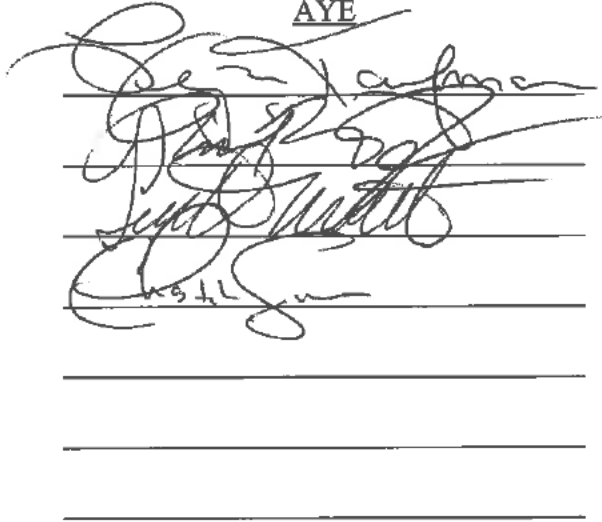
Section 3: The Board of School Trustees hereby directs the Superintendent of **BLACKFORD COUNTY SCHOOLS** to take all necessary action to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution. Such actions include, but are not limited to, voting to cancel the existing agreement and to approve the proposed agreement in the appropriate meetings of the Administrative Board of CTE Area 18.

PASSED AND ADOPTED this 18th day of September, 2018.


BOARD OF SCHOOL TRUSTEES OF BLACKFORD COUNTY SCHOOLS

AYE

NAY



ATTEST:



Secretary of the Board of School Trustees

**BOARD OF SCHOOL TRUSTEES OF
BLUFFTON-HARRISON METROPOLITAN SCHOOL DISTRICT**

RESOLUTION

WHEREAS, the Board of School Trustees recognizes the value of occupational training for the School's students; and

WHEREAS, the Board of School Trustees recognizes the benefits of sharing facilities and services with other area school corporations to ensure that students receive the occupational training that they desire and need; and

WHEREAS, the Board of School Trustees recognizes the past benefits of participating in the Career & Technical Education Area 18 ("CTE Area 18") and desires to continue participating in this cooperative program; and

WHEREAS, the Administrative Board of CTE Area 18 has expressed interest in cancelling the existing agreement among the participating school corporations so that they could adopt a new, revised agreement pursuant to Ind. Code § 20-37-1-1; and

WHEREAS, the Board of School Trustees is familiar with the existing agreement as well as the newly proposed agreement and wishes to cancel the existing agreement and approve the new agreement with the participating school corporations so that Bluffton-Harrison Metropolitan School District may continue to be a participating member of CTE Area 18.

BE IT THEREFORE NOW RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF BLUFFTON-HARRISON METROPOLITAN SCHOOL DISTRICT, that:

Section 1: The Board of School Trustees expresses its intention to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution.

Section 2: Bluffton-Harrison Metropolitan School District shall continue to participate as a member school corporation in CTE Area 18.

Section 3: The Board of School Trustees hereby directs the Superintendent of Bluffton-Harrison Metropolitan School District to take all necessary action to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution. Such actions include, but are not limited to, voting to cancel the existing agreement and to approve the proposed agreement in the appropriate meetings of the Administrative Board of CTE Area 18.

PASSED AND ADOPTED this 11th day of September, 2018.

~~AYE~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~
~~_____~~

NAY

ATTEST:

Secretary of the Board of School Trustees

**BOARD OF SCHOOL TRUSTEES OF
HUNTINGTON COUNTY COMMUNITY SCHOOL CORPORATION**

RESOLUTION

WHEREAS, the Board of School Trustees recognizes the value of occupational training for the School's students; and

WHEREAS, the Board of School Trustees recognizes the benefits of sharing facilities and services with other area school corporations to ensure that students receive the occupational training that they desire and need; and

WHEREAS, the Board of School Trustees recognizes the past benefits of participating in the Career & Technical Education Area 18 ("CTE Area 18") and desires to continue participating in this cooperative program; and

WHEREAS, the Administrative Board of CTE Area 18 has expressed interest in cancelling the existing agreement among the participating school corporations so that they could adopt a new, revised agreement pursuant to Ind. Code § 20-37-1-1; and

WHEREAS, the Board of School Trustees is familiar with the existing agreement as well as the newly proposed agreement and wishes to cancel the existing agreement and approve the new agreement with the participating school corporations so that Huntington County Community School Corporation may continue to be a participating member of CTE Area 18.

BE IT THEREFORE NOW RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF HUNTINGTON COUNTY COMMUNITY SCHOOL CORPORATION, that:

Section 1: The Board of School Trustees expresses its intention to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution.

Section 2: **Huntington County Community School Corporation** shall continue to participate as a member school corporation in CTE Area 18.

Section 3: The Board of School Trustees hereby directs the Superintendent of Huntington County Community School Corporation to take all necessary action to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution. Such actions include, but are not limited to, voting to cancel the existing agreement and to approve the proposed agreement in the appropriate meetings of the Administrative Board of CTE Area 18.

PASSED AND ADOPTED this 12th day of September, 2018.

BOARD OF SCHOOL TRUSTEES OF HUNTINGTON COUNTY COMMUNITY SCHOOL CORPORATION

AYE

NAY

Ray Mader
[Signature]
J. Allen
B. [Signature]
[Signature]

ATTEST:

Ray Mader
Secretary of the Board of School Trustees

**BOARD OF SCHOOL TRUSTEES OF THE
Jay School Corporation**

RESOLUTION

WHEREAS, the Board of School Trustees recognizes the value of occupational training for the School's students; and

WHEREAS, the Board of School Trustees recognizes the benefits of sharing facilities and services with other area school corporations to ensure that students receive the occupational training that they desire and need; and

WHEREAS, the Board of School Trustees recognizes the past benefits of participating in the Career & Technical Education Area 18 ("CTE Area 18") and desires to continue participating in this cooperative program; and

WHEREAS, the Administrative Board of CTE Area 18 has expressed interest in cancelling the existing agreement among the participating school corporations so that they could adopt a new, revised agreement pursuant to Ind. Code § 20-37-1-1; and

WHEREAS, the Board of School Trustees is familiar with the existing agreement as well as the newly proposed agreement and wishes to cancel the existing agreement and approve the new agreement with the participating school corporations so that the **Jay School Corporation** may continue to be a participating member of CTE Area 18.

BE IT THEREFORE NOW RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF THE Jay School Corporation, that:

Section 1: The Board of School Trustees expresses its intention to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution.

Section 2: The **Jay School Corporation** shall continue to participate as a member school corporation in CTE Area 18.

Section 3: The Board of School Trustees hereby directs the Superintendent of the **Jay School Corporation** to take all necessary action to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution. Such actions include, but are not limited to, voting to cancel the existing agreement and to approve the proposed agreement in the appropriate meetings of the Administrative Board of CTE Area 18.

PASSED AND ADOPTED this 17th day of September, 2018.

BOARD OF SCHOOL TRUSTEES OF THE Jay School Corporation

AYE

NAY

Ron Laux
Mitch Johnson
Bob Green
Phillip Ford
Clydebeck Krueg
Krista Muhlentamp
J.A. Orr

ATTEST:

Ron Laux
Secretary of the Board of School Trustees

**BOARD OF SCHOOL TRUSTEES OF
NORTH ADAMS COMMUNITY SCHOOLS**

RESOLUTION

WHEREAS, the Board of School Trustees recognizes the value of occupational training for the School's students; and

WHEREAS, the Board of School Trustees recognizes the benefits of sharing facilities and services with other area school corporations to ensure that students receive the occupational training that they desire and need; and

WHEREAS, the Board of School Trustees recognizes the past benefits of participating in the Career & Technical Education Area 18 ("CTE Area 18") and desires to continue participating in this cooperative program; and

WHEREAS, the Administrative Board of CTE Area 18 has expressed interest in cancelling the existing agreement among the participating school corporations so that they could adopt a new, revised agreement pursuant to Ind. Code § 20-37-1-1; and

WHEREAS, the Board of School Trustees is familiar with the existing agreement as well as the newly proposed agreement and wishes to cancel the existing agreement and approve the new agreement with the participating school corporations so that North Adams Community Schools may continue to be a participating member of CTE Area 18.

BE IT THEREFORE NOW RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF NORTH ADAMS COMMUNITY SCHOOLS, that:

Section 1: The Board of School Trustees expresses its intention to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution.

Section 2: North Adams Community Schools shall continue to participate as a member school corporation in CTE Area 18.


Section 3: The Board of School Trustees hereby directs the Superintendent of North Adams Community Schools to take all necessary action to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution. Such actions include, but are not limited to, voting to cancel the existing agreement and to approve the proposed agreement in the appropriate meetings of the Administrative Board of CTE Area 18.

PASSED AND ADOPTED this 11 day of September, 2018.

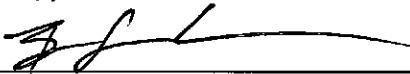
BOARD OF SCHOOL TRUSTEES OF NORTH ADAMS COMMUNITY SCHOOLS

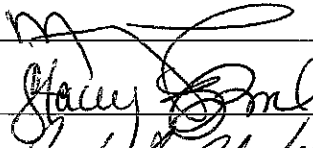
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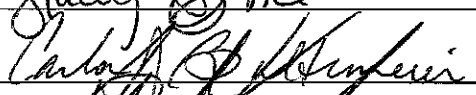
NAY

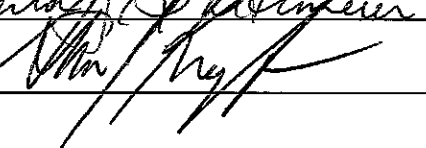


Mark Bell





Nancy Bond


Carolyn B. Kenner


ATTEST:



Secretary of the Board of School Trustees

**BOARD OF SCHOOL TRUSTEES OF
SOUTH ADAMS SCHOOLS**

RESOLUTION

WHEREAS, the Board of School Trustees recognizes the value of occupational training for the School's students; and

WHEREAS, the Board of School Trustees recognizes the benefits of sharing facilities and services with other area school corporations to ensure that students receive the occupational training that they desire and need; and

WHEREAS, the Board of School Trustees recognizes the past benefits of participating in the Career & Technical Education Area 18 ("CTE Area 18") and desires to continue participating in this cooperative program; and

WHEREAS, the Administrative Board of CTE Area 18 has expressed interest in cancelling the existing agreement among the participating school corporations so that they could adopt a new, revised agreement pursuant to Ind. Code § 20-37-1-1; and

WHEREAS, the Board of School Trustees is familiar with the existing agreement as well as the newly proposed agreement and wishes to cancel the existing agreement and approve the new agreement with the participating school corporations so that **South Adams Schools** may continue to be a participating member of CTE Area 18.

BE IT THEREFORE NOW RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF SOUTH ADAMS SCHOOLS that:

Section 1: The Board of School Trustees expresses its intention to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution.

Section 2: **South Adams Schools** shall continue to participate as a member school corporation in CTE Area 18.

Section 3: The Board of School Trustees hereby directs the Superintendent of **South Adams Schools** to take all necessary action to cancel the existing CTE Area 18 Agreement and approve and enter into the proposed CTE Area 18 Agreement attached to this resolution. Such actions include, but are not limited to, voting to cancel the existing agreement and to approve the proposed agreement in the appropriate meetings of the Administrative Board of CTE Area 18.

PASSED AND ADOPTED this 11th day of September, 2018.

BOARD OF SCHOOL TRUSTEES OF SOUTH ADAMS SCHOOLS

AYE

NAY

John Bussingham

John L. Manna

Mike Gunn

AMO

Jack Peter

Arlene Amstutz

ATTEST:

Jack Peter
Secretary of the Board of School Trustees

**BOARD OF SCHOOL TRUSTEES OF
SOUTHERN WELLS COMMUNITY SCHOOLS**

RESOLUTION

WHEREAS, the Board of School Trustees recognizes the value of occupational training for the School's students; and

WHEREAS, the Board of School Trustees recognizes the benefits of sharing facilities and services with other area school corporations to ensure that students receive the occupational training that they desire and need; and

WHEREAS, the Board of School Trustees recognizes the past benefits of participating in the Career & Technical Education Area 18 ("CTE Area 18") and desires to continue participating in this cooperative program; and

WHEREAS, the Administrative Board of CTE Area 18 has expressed interest in cancelling the existing agreement among the participating school corporations so that they could adopt a new, revised agreement pursuant to Ind. Code § 20-37-1-1; and

WHEREAS, the Board of School Trustees is familiar with the existing agreement as well as the newly proposed agreement and wishes to maintain the existing agreement and reject the new agreement with the participating school corporations.

BE IT THEREFORE NOW RESOLVED BY THE BOARD OF SCHOOL TRUSTEES OF SOUTHERN WELLS COMMUNITY SCHOOLS, that:

Section 1: The Board of School Trustees expresses its desire to maintain the existing Career and Technical Education Area 18 Agreement and reject the proposed Career and Technical Education Area 18 Agreement attached to this resolution.

Section 2: **Southern Wells Community Schools** shall continue to participate as a member school corporation in CTE Area 18.

Section 3: The Board of School Trustees hereby directs the Superintendent of **Southern Wells Community Schools** to take all necessary action to maintain the existing Career and Technical Education Area 18 Agreement and reject and decline to enter into the proposed Career and Technical Education Area 18 Agreement attached to this resolution. Such actions include, but are not limited to, voting consistent with the resolution in the appropriate meetings of the Administrative Board of CTE Area 18. To the extent the existing CTE Area 18 Agreement is cancelled, the Superintendent shall inform the Board of School Trustees of the development and shall not enter into the new agreement absent further action of the Board of School Trustees.

PASSED AND ADOPTED this 17th day of September, 2018.

BOARD OF SCHOOL TRUSTEES OF SOUTHERN WELLS COMMUNITY SCHOOLS

AYE

NAY

 K. H. Scott
 Bob Zent
 [Signature]
 [Signature]

ATTEST:

 [Signature]
Secretary of the Board of School Trustees