



OFFICE OF ATTORNEY GENERAL
STATE OF OKLAHOMA

Jeanie Webb, President
Rose State College
6420 S.E. 15th Street
Midwest City, OK 73110

Re: Interlocal Cooperation Agreement(s) between the Board of Education for the Midwest City-Del City Lewis Eubanks Technology Center and the Board of Trustees for the Rose State College Technical Area Education District – Incentive Mill – OAG File Number ICA-22-0013

LETTER OF APPROVAL

The above referenced Agreement has been reviewed by the office of the Oklahoma Attorney General and was found to be in compliance with the provisions of the Interlocal Cooperation Act, 74 O.S. § 1001-1008 ("Act"). Therefore, pursuant to Section 1004(F) of the Act, the aforementioned Agreement is hereby officially **APPROVED** as of the date set forth herein below.

Please be further advised that, before the Agreement enters into force, the Agreement along with a copy of this Letter of Approval must be filed with the appropriate County Clerk(s) and the Oklahoma Secretary of State.

Signed this 26th day of May, 2022.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Karl F. Kramer", is written over a horizontal line.

Karl F. Kramer
Assistant Attorney General
Karl.Kramer@oag.ok.gov

Enclosure: submitted agreement

**AGREEMENT
(INCENTIVE MILL)
Fiscal Year 2022-2023**

This Agreement made between the Board of Education for the Midwest City-Del City Lewis Eubanks Technology Center, School District I-52 (hereinafter referred to as Mid-Del) and the Board of Trustees for the Rose State College Technical Area Education District (hereinafter referred to as Rose State College).

Recitals

1. Rose State College is a two-year college, comprising a part of the State System of Higher Education, and is also an area vocational-technical school district existing for the purpose of providing primarily postsecondary vocational and/or technical educational programs and services within a defined area, pursuant to, inter alia, 70 O.S. §4409-4410, and as further prescribed by the Oklahoma Department of Career and Technology Education.

2. Mid-Del is an area vocational-technical school district, existing for the purposes of providing primarily secondary vocational and/or technical education programs and services within a defined area, and as further prescribed by the Oklahoma Department of Career and Technology Education.

3. A portion of the defined area for the two entities exists as an overlap area; however, the defined area for Rose State College existed first in time; and its district is the larger of the two, and, as such, the two districts are not coterminous.

4. In addition to the 5-mill operational levy, voters also approved in 1995-1996 a 5-mill incentive levy, which became continuous thereafter unless repealed by qualified voters of the District.

5. In 1973, Rose State College became a full member of The Oklahoma State System of

Higher Education, authorized to continue operating concurrently and simultaneously as a postsecondary, area vocational-technical district pursuant to 70 O.S. §4423.

6. In 1977, Mid-Del became a designated secondary level, area vocational-technical school district by action of the State Board of Vocational and Technical Education (now the Oklahoma Department of Career and Technology Education) with no ad valorem millage devoted specifically for the support of vocational-technical education.

7. On or about May 10, 1973, a joint resolution (SJR Res. No. 35) was approved relating to technical and occupational education "validating [a] memorandum of understanding and agreement of the State Board for Vocational and Technical Education (now the Oklahoma Department of Career and Technology Education) and the Oklahoma State Regents for Higher Education regarding jurisdictional responsibilities," and later set forth as 70 O.S. §2251 et seq.

8. The College has, as a part of its curriculum, numerous non-credit adult programs, pre-collegiate courses, and developmental courses. The College also provides learning opportunities for its service area through concurrent enrollment, advanced standing credit, educational outreach, and other programs as authorized and approved.

9. Mid-Del has, as a part of its curriculum, numerous non-credit adult programs and secondary technical courses that prepare students for college-level technical courses and the opportunity to earn college credit through advanced standing. Students are provided the opportunity for concurrent enrollment in college courses.

10. Both parties are "public agencies," pursuant to 70 O.S. §1003.

11. Each party has the authority to offer these non-credit adult programs, developmental and pre-collegiate technical courses and, as further described in Appendix A, have determined that it would be expeditious, cost effective, and in the best interest of both parties, the taxpayers, and the

students of both institutions to provide that these programs may be offered in the way and manner as set forth herein.

12. The parties desire to enter into this Agreement whereby Mid-Del would furnish educational services to Rose State College for proper and due consideration, pursuant to the authority set forth in 70 O.S. §14-108(B) and 70 O.S. §4406, and the Interlocal Cooperation Act, 74 O.S. §1001 et seq.

Witnesseth:

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

A. The duration of this Agreement shall be for the 2022-2023 fiscal year and subject to renewal by the governing bodies upon affirmative action of both parties;

B. The services to be provided shall be as stated in Appendix A, attached and incorporated herein by reference and hereinafter referred to as "services";

C. Rose State College shall remunerate these services at the annual rate of 50 percent of total net ad valorem collections from the Rose State College Technical Education District for the 2022-2023 fiscal year. Payment of monies collected from July 1, 2022, to January 31st, 2023, will be made on or before February 15, 2023. Payment from monies collected February 1, 2023, through March 31, 2023, will be made on or before April 10, 2023. Payment for monies collected April 1, 2023, through June 30, 2023, will be paid on or before July 10, 2023;

D. Funds for these services, calculated as stated herein, shall be paid from the technical area funds, derived from the incentive tax levy as described in Paragraph 4 and as budgeted and approved for this purpose by the Trustees of the Rose State College Technical Area Education District and the Board of Regents of Rose State College, whose members are one and the same;

E. The services will provide educational programs and support services for adults and other students, thus contributing to the operation and fulfillment of purpose of both parties;

F. To ensure the fulfillment of purpose, the Curriculum and Syllabus for each course, to include statements of goals and objectives, shall be submitted for review and approval to Rose State College sixty (60) days prior to the commencement of each term or such shorter period of time as may be mutually agreed;

G. Any course may be conducted at either facility upon the agreement of the parties;

H. The Superintendent of Mid-Del and the President of Rose State College shall comprise a joint Board responsible for the programs and shall be assisted by an administrative committee comprised of two (2) members representing each party, to total four (4) members, to oversee the provisions of this Agreement and its implementation and operation, which shall meet at least one time each spring semester; but this committee shall only have advisory authority;

I. Each party shall be responsible for obtaining and utilizing its own property, both real and personal, to include educational and training texts and other aids, including equipment and supplies, unless otherwise agreed to by the parties, and, further, that upon termination of this Agreement, that each party shall retain its own property as stated herein and that title would vest with Mid-Del for property purchased pursuant to this Agreement, except that programs may be conducted at either facility as stated above;

J. Enrollment and other pertinent student information and course grades, whether by specific letter or numerical grade, pass-fail, or satisfactory-unsatisfactory, or other type of evaluative measure, shall be furnished Rose State College upon request and at the beginning and end of each term for each student whose training is provided pursuant to this Agreement;

K. Academic credit awarded by Rose State College to adults or other students under this Agreement shall be in conformity with general or specific policies and procedures of the Oklahoma State Regents for Higher Education;

L. This Agreement may be terminated before June 30, 2023, only if funding from the herein designated ad valorem tax collections from Fiscal Year 2022-2023, is not available; provided that this Agreement shall otherwise expire on June 30, 2023, as described in Paragraph A, unless renewed. Further provided that any indebtedness incurred prior to the termination pursuant to the terms of this Agreement shall be considered for payment under the terms hereof;

M. This Agreement shall be effective in the prorated amounts as heretofore stated in Appendix B upon the execution of both parties, the Board of Trustees of the Rose State College Technical Area Education District, the Board of Education for Mid-Del, and the approval of the Attorney General for the State of Oklahoma, as provided by law;

N. This instrument contains the entire Agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement shall not be enlarged, modified, or altered except in writing, signed by the parties, and endorsed hereon and as otherwise required by law.

Incentive Mill Agreement

Chairman/Board of Regents, Rose State College;
Board of Trustees, Rose State College
Technical Area Education District

Dated this 21st day of April, 2022.

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)

Subscribed and sworn to before me this 21st day of April, 2022.



Michelle A. Nutter
Notary Public

My Commission Expires: August 1, 2022

John Bezzin
President, Board of Education
District I-52 for Midwest City-Del City Lewis Eubanks
Technology Center

Dated this 9th day of May, 2022.

STATE OF OKLAHOMA)
) ss:
COUNTY OF OKLAHOMA)



Subscribed and sworn to before me this 9th day of May, 2022.

Kandy Perkins
Notary Public

My Commission Expires: 04/19/26

APPENDIX A

Eligible Courses

- A. "Postsecondary" courses as used herein shall be defined as those which meet the following requirements:
1. Taught for the purpose of development of skills in preparation for employment or career enhancement or other related purposes; and,
 2. Offered or capable of being offered by either party; and,
 3. Offered for no academic credit; and,
 4. Available, but not necessarily restricted, to adult students.
- B. Developmental/Pre-Collegiate Technical courses as used herein shall be defined as those which meet the following requirements.
1. Taught for the purpose of the development of skills in preparation for or enhancement of technical courses and/or programs offered by Rose State College; and,
 2. Offered or capable of being offered by either party; and,
 3. Available to adult and, in certain circumstances, to secondary and college students;

Examples of Developmental/Pre-Collegiate Technical courses and the Collegiate Programs are as follows:

MID-DEL

Cyber Security

ROSE STATE COLLEGE

Cyber Security/Digital Forensics

Business Administration/General Business

Accounting

APPENDIX B

Costs and payments will be based upon the following considerations:

1. Proper categories for payment may include:
 - a. Salaries and benefits of administrators and instructors for applicable courses
 - b. Salaries or wages and benefits of support personnel
 - c. Utilities (electricity, gas, telephone)
 - d. Instructional supplies and equipment
 - e. Repair, renovation, and/or construction costs

Payment will be made only for those services relating to courses meeting the criteria described in Appendix A, and which have been previously approved by the Joint Board and as otherwise required by law. In those cases where courses are also available to other classes of students or are attended by students for any other purposes, payment will be calculated and made only for those amounts as prorated for costs associated for those students as otherwise set forth, to meet the requirement of Appendix A. Rose State College shall remunerate these services at the annual rate of the lessor of 3/5 mills (60 percent) of the net collection from the 5-mill incentive levy for Fiscal Year 2022-2023 from the Mid-Del School District I-52 net valuation or 50 percent of total collections for the 2022-2023 fiscal year.

Mid-Del Schools will maintain records in regard to expenditures and balances of these designated funds, and upon request, will make these records available to the Rose State College Technical Area Education District and provide assurances that funds were expended for the postsecondary and developmental/pre-collegiate technical students residing within the Mid-Del School District I-52 and enrolled in courses and/or programs described in Appendix A.

Mid-Del School District I-52 will provide for an annual audit of the funds and forward a copy to the Rose State College Technical Area Education District.