

## Summary from June 2014 Board Retreat

### Member Agreements

1. There are many ways of “doing” special education.
2. We need to commit the time to investigate options.
3. We need to work together and honor agreements.

### Areas to Investigate

Review funding formulas for budget/ideas to trim	19
Speech, psych, & program support as local programs	14
Local voice in evaluation, hire, transfer of co-op staff	10
Study of what individual districts can support	6
Mental Health	5
NO SSJCSS Transportation	4
Liability of EEC building-maintaining, etc.	4
Expand New Connections	3

### Pros

compliance tracking & assistance  
not competing for staff  
employee integration  
help for low incidence  
uniformity of staff and student evals  
pooling resources  
decentralizing staff  
small district director support  
talent pool  
grant management  
non-pubs  
services for all goods  
PD for teachers  
PLC for unique groups  
protected funds  
legal counsel/expertise  
New Connections

### Cons

cost of overhead  
slots are unavailable at NC  
lack of alignment w/ local v. co-op  
initiatives/philosophy  
utilizing staff differently  
windshield time  
communication gaps w/ stakeholders  
service delivery differences  
complexity of financial  
local control of staffing  
layers between principals  
pay for service-imbalance (ie: paying for service  
you may not use

**JOINT AGREEMENT FOR THE PERSONNEL PROCEDURES IN EFFECT  
FOR THE REORGANIZATION OF SPECIAL SERVICES, JOHNSON COUNTY SCHOOLS**

**WHEREAS**, the school corporations which comprise Special Services, Johnson County Schools have expressed a desire to reorganize certain special education programs and services; and,

**WHEREAS**, the State of Indiana has by statute provided that every school corporation acting individually or in a joint program with other school corporations is to establish and operate a comprehensive program of special education for handicapped children in accordance with the requirements of the laws of the State of Indiana and all applicable rules and regulations; and,

**WHEREAS**, each of the Boards of School Trustees of the participating corporations with the Special Services, Johnson County & Surrounding Schools Inter-local Cooperative, ~~Johnson County School Corporations~~ has previously approved a resolution to jointly establish a special education program for students enrolled ~~in Johnson County Schools~~ participating school districts in the form of an Inter-Local Agreement; and,

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**WHEREAS**, such agreement allows for individual school corporations to determine those special education programs and services the school will provide for as part of their local school district programs and which special education programs and services the school will provide with other school corporations in a joint program; and,

**WHEREAS**, each school corporation has established personnel salary, benefits, policy and procedures in agreement with local Teacher Associations and in Board Policy; and,

**WHEREAS**, Special Services, Johnson County & Surrounding Schools has established personnel salary, benefits, policy and procedures in agreement with the JCSSEA;

**NOW THEREFORE:** it is agreed by and between the school corporations and teacher associations listed below, that the following personnel practices will be followed when the school corporation changes their arrangement with Special Services, Johnson County & Surrounding Schools (and thus changes the employment of special education staff) and provides for those programs and services locally rather than jointly:

SCHOOL CORPORATION	TEACHER ASSOCIATION
Special Services, Johnson County <u>&amp; Surrounding</u> Schs. <del>oots</del> 500 Earlywood Drive —Franklin, IN 46131	Johnson County Special Services Education Association
Center Grove Community School Corporation 2929 South Morgantown Road Greenwood, IN 46143	Center Grove Education Association
Clark Pleasant School Corporation 50 Center Street Whiteland, IN 46184	Clark Pleasant Teachers Association
Edinburgh School Corporation 202 <del>Ss.</del> Keeley Edinburgh, IN 46124	Edinburgh Teachers Association
Franklin School Corporation 998 Grizzly Cub Dr. Franklin, IN 46131	Franklin Education Association
Greenwood School Corporation 605 W. Smith Valley Road Greenwood, IN 46142	Greenwood Education Association
Nineveh-Hensley-Jackson School Corporation 802 S. Indian Creek Dr. Trafalgar, IN 46181	NHJ Teachers Association

<u>Southwestern Consolidated School District</u> <u>3406 W. 600 S.</u> <u>Shelbyville, IN 46176</u>	<u>Southwestern Consolidated Classroom Teachers Association (SWCCTA)</u>
<u>Flat Rock-Hawcreek</u> <u>9423 N. St. Rd. 9</u> <u>Hope, IN 47246</u>	<u>Flat Rock-Hawcreek Teacher's Association</u>

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**PURPOSE:** The school districts clearly have the authority to reorganize programs individually, but they have agreed to make these changes in a coordinated manner. The purpose and intent of this joint agreement is to create a standard practice for each personnel issue affected by change in employment from the Special Services, Johnson County & Surrounding Schools to being employed by the local school corporation in which the teacher is assigned.

**PERSONNEL PROCEDURES:** The following are the Personnel Issues that have been identified and agreed to by the parties.

**Tenure Status:** Tenure status follows the teacher when their employment is changed from the special education cooperative to the local school corporation. ~~The teacher's non permanent, semi permanent or permanent status is based on the continued contract for employment by the School Corporation. IC20-5-11-3.5, 3.6, and 3.7.~~  
The teacher shall be granted the contract status to which s/he is statutorily entitled pursuant to Indiana Code 20-28-6 et seq. at the time of the transfer.

**Comment [AB1]:** Karen~ This where I need you to help make sure all of this language is in alignment with the new laws. I believe some of it may need to change or be removed.

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**Benefit Days:** Benefit days will be *grandfathered* to follow the teacher, up to the limits provided for in the local teacher agreement or in board policy. Any days above the local district's "cap" would then transfer at the rate of three (3) days per year, up to the district's allowed limit of accrued benefit days, until the days are fully transferred.

**Seniority:** The teacher's Seniority will be *grandfathered* and based on their creditable employment with Special Services.

Comment: A teacher's seniority likely will not be addressed in the collective bargaining agreement. In addition, reductions in force are now made on the basis of performance. However, seniority may be relevant as a second tier consideration in a reduction in force. Some schools have distinguished between the teacher's special education seniority and general seniority within the bargaining unit of the new employer with the following language:

Cooperative years of service shall be considered member school corporation years of service for all purposes, including, but not limited to, reduction-in-force and retirement benefits. Seniority within the special education department will be based upon a teacher's Cooperative and member school corporation length of service. Seniority outside the special education department will be based upon member school corporation experience only.

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**Retirement/Severance:** Creditable employment with Special Services will be counted for Seniority and for Retirement/Severance purposes up to the limits established by the local teacher contract or board policy.

Comment: Some of the Cooperative teachers have money invested in a retirement buyout account. Other employees who were hired after the buyout will have money in the Cooperative's ongoing retirement benefit plan. The Board may want to consider adding language that would allow a Cooperative teacher included in the Cooperative's retirement buyout to continue to be eligible for that buyout benefit rather than or in addition to the member corporation's ongoing retirement plan. In addition, the Board may want to consider adding language allowing the Cooperative teacher to be vested in any ongoing contribution if s/he becomes an employee of a member corporation.

**Insurance Programs:** All teachers will have insurance programs available because of changes in the law under HIPPA. Special Services along with Franklin, Edinburgh and Nineveh-Hensley-Jackson Community schools belong to the South

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Central Indiana School Trust. For those teachers moving to one of these corporations, the only difference will be in the Board/Employee share of premiums. For those employees moving to Clark-Pleasant, Greenwood and Center Grove there will be some differences in the insurance policies as well as in the share of Board/Employee share of premiums. There will be some necessary coordination of benefits during the change in employment time frame. This is an important personnel area with some detailed communication necessary between the staff and their new employer.

**Tax Sheltered Annuities:** Individual teacher's TSAs may be included in the local district's list of approved Tax Sheltered Annuities and eligible for payroll deduction at the teacher's discretion.

**Salary Schedule:** Teachers who have their employment realigned from Special Services, Johnson County & Surrounding Schools to one of the participating School Corporations will have their salary *grandfathered* at the final\* Special Services Teachers' Salary Schedule, so that the employee will be paid by their new local School Corporation employer the greater of the following:

1. The actual, regular teaching salary that they were paid during their final year of employment with Special Services; or
2. The salary for the teacher's appropriate salary step on the new employing local School Corporation's Salary Schedule.

The employee's final Special Services salary will remain ~~frozen~~ if it is higher than the local schedule, based on training and experience until the local district schedule catches or exceeds the frozen salary. This procedure will assure that the staff member will not have loss from current salary due to this involuntary change in employment.

**Comment [AB2]:** I'm not sure under the new performance evaluation pay that we can "freeze" a salary anymore. What guidance do you have on this?

[Comment: I am attaching language from another Reorganization Agreement where the parties agreed to equalize the salaries over a period of three years while taking into account the local district's compensation model and the teacher's evaluation results. This language may be modified to apply to Cooperative teachers who transfer.](#)

**Attrition:** For the school corporations that have decided to realign programs and services in the following school year, it is reasonable that open positions in this program area due to attrition may be filled by the local district. If there is an open position or if a new position is developed, the principal will interview interested Special Services staff first and offer the assignment to one of the interested individuals at that time. If no Special Services staff apply, then the position will be opened to outside applicants and will become a local district position.

**Teacher Evaluation:** The current practice for teacher evaluation is that the Assistant Director, who is assigned as the ~~teacher's~~ **employee's** supervisor, is the primary evaluator. ~~The principal is the secondary evaluator.~~ When an SSJCSS employee becomes a local district employee, the local district policies and procedures for teacher evaluation will be in effect. The Special Education administrators will be available to provide input to the teacher's evaluation at the principal's request.???

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**Transfers:** The Transfer Procedures used by Special Services will remain in effect until the realignment of staff is completed. Once the teacher has entered into a new contract with the corporation, the Transfer Procedure with Special Services for realigned local district staff is no longer available.

**Change of Employment:** The Governing Board intends that the employees of the program that is being transferred to the local district will continue to be assigned to their current position and hopes these employees will accept this offer for continued employment. The change of employment will need to occur prior to May 1 of the preceding year. This is an unusual time for schools to offer letters of intent to hire for schools, but for legal reasons and for personal consideration of teachers the following is a reasonable process to assure the employee's continued employment.

There will be some details to coordinate with local school board meeting schedules, but the following will be the procedure followed to offer continued teacher contracts:

1. The local school will provide the ~~teacher~~ **employee** a letter of intent for a continuing teacher's contract for the following school year by May 1; and
2. With the receipt of the local school's letter of intent to continue contracted employment, the ~~teacher~~ **employee** will provide Special Services with a resignation.

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[Comment: The following language has been included in other Reorganization Agreements:](#)

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2. Those Cooperative teachers who will become employees of the member Participating School Corporations will be offered employment by the Member Participating School Corporation under a Regular Teacher's Contract by the individual Participating School Corporation no later than . After the offer of employment is extended, the teacher must accept such offer no later than . Teachers who receive and accept an offer of employment from one of the Participating School Corporations shall resign from their Cooperative position on or before and shall become employees of the Participating School Corporation on . Teachers who receive an offer of employment from one of the Participating School Corporations but decline the offer shall be considered to have voluntarily resigned from their position with the Cooperative and shall voluntarily relinquish and forfeit all current and future employment rights they may have with the Cooperative or any of the Participating School Corporations.

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TRF: The Director has been in communication with the Teacher's Retirement Fund and has worked out an arrangement so that the teachers who change employment and are currently under the 3% Teacher Retirement provision will not be viewed by TRF as a new teacher who would fall under the additional 8% Teacher Retirement provision. The Director will provide a list to the local district regarding the TRF status of each employee along with the letters of agreement with TRF. The district, in turn, will provide communication that identifies the teachers who have changed employment and attach this information to the TRF state report submitted by the School Corporation.

Comment [AB3]: This has not been done. Will need to determine if this is desirable & necessary.

The following language has been used in Reorganization Agreements used by other cooperatives:

A Cooperative teacher who is an ISTRF member and is part of the pre-1996 account at the time of transitioning to a Member Participating School Corporation and thereafter is employed by a Member Participating School Corporation shall remain in the pre-1996 account. A Cooperative teacher who is an ISTRF member and is part of the 1996 account at the time of transitioning to a Member Participating School Corporation and is thereafter employed by a Member Participating School Corporation shall remain in the 1996 account.

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**Employee's Position Description:** Any employee who is transferring from SSJCSS to a local corporation under this provision will have a job description forwarded to the school corporation and copied to the employee. This describes the basic requirements to meet state and federal special education law standards as well as to provide programs and services consistent with Special Services Standards and Procedures.

**Special Education Policies and Procedures:** All Special Education Standards and Procedures will remain consistent with federal and state regulations. The CoOp will continue to provide districts with procedures, documents, and support for all special education programs and services. All staff providing special education services will follow the Special Services standards, policies and procedures. Special Services will continue to provide guidance, support and technical assistance for all special education programs. If at any time school personnel or officials knowingly choose not to follow policies and procedures outlined by Special Services in any Special Education related matter, the SSJCSS Governing Board may choose not to support this particular school corporation in any litigation, complaint or due process procedure.

Comment [AB4]: Does the Board still desire this type of guidance?

**Execution of Agreement:** This agreement is executed between and on behalf of each ~~Johnson County School Corporation~~ participating local Board of School Trustees and the Teachers' Association in each corporation. The school corporation certifies that its Board of School Trustees, by resolution duly adopted and entered in its official minute book, agreed to the terms of this agreement.

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Note: At the May 2013 Governing Board meeting the Board agreed to allow all teachers' final pay to be their pay plus their earned raise based on the SSJCSS evaluation and pay for performance determination.

**Salary Transition Language**

a. Salary Schedule Placement - Cooperative teachers who become Member School Corporation employees, will be placed on the Member School Corporation salary schedule/compensation model at the Cooperative teacher's Cooperative salary at the time of the transfer. The Member School Corporation agrees that it will make every effort to equalize the salaries of Cooperative teachers who become Member teachers according to the following schedule not later than July 1, 2017:

1. Cooperative teachers who receive an evaluation rating of Highly Effective or Effective will be eligible to receive the performance pay increase negotiated by the Member School Corporation and the Member Classroom Teachers Organization each year.
2. The following Cooperative teachers whose Cooperative salaries are less than the salaries of teachers employed by the Member School Corporation with comparable experience and education will be equalized in three (3) equal increments payable in the 2014-2015, 2015, 2015-2016, and 2016-2017 school years. The Cooperative teacher must receive a performance evaluation rating of Highly Effective or Effective each school year the equalization increment is available to be eligible to receive the equalization increment available that school year. A Cooperative teacher who receives a performance evaluation rating of Improvement Necessary or Ineffective in any school year the equalization increment is available will not be eligible to receive the equalization increment for that school year.

<u>Teacher Name</u>	<u>Cooperative Salary</u>	<u>Member Salary</u>	<u>Difference</u>	<u>Equalization Increment</u>
<u>Teacher 1</u>	<u>\$32,446</u>	<u>\$32,474</u>	<u>\$28</u>	<u>\$9.33</u>
<u>Teacher 2</u>	<u>\$56,759</u>	<u>\$57,485</u>	<u>\$726</u>	<u>\$242</u>
<u>Teacher 3</u>	<u>\$56,759</u>	<u>\$62,067</u>	<u>\$5,308</u>	<u>\$1,769.34</u>
<u>Teacher 4</u>	<u>\$36,110</u>	<u>\$37,121</u>	<u>\$1,011</u>	<u>\$337</u>
<u>Teacher 5</u>	<u>\$56,759</u>	<u>\$62,067</u>	<u>\$5,308</u>	<u>\$1,769.34</u>

3. The following Cooperative teachers Cooperative salaries are greater than the salaries of teachers employed by the Member School Corporation with comparable experience and education. The difference in the Cooperative teachers' salaries and Member School Corporation salaries for teachers with comparable education and experience will be offset each year by the amount of the performance pay increase received by Member School Corporation teachers with comparable education and experience until such time as the difference is eliminated. Thereafter, the Cooperative teachers will be eligible to receive performance pay increases on the same terms as teachers employed by the Member School Corporation:

<u>Teacher Name</u>	<u>July 1, 2014 Cooperative Salary</u>	<u>July 1, 2014 Member Salary</u>	<u>July 1, 2014 Difference</u>
<u>Teacher A</u>	<u>\$48,627</u>	<u>\$47,319</u>	<u>\$1,308</u>

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<u>Teacher B</u>	<u>\$50,764</u>	<u>\$46,159</u>	<u>\$4,605</u>
<u>Teacher C</u>	<u>\$48,322</u>	<u>\$44,391</u>	<u>\$3,931</u>
<u>Teacher D</u>	<u>\$38,247</u>	<u>\$37,121</u>	<u>\$1,126</u>
<u>Teacher E</u>	<u>\$52,596</u>	<u>\$50,610</u>	<u>\$1,986</u>

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**AMENDED JOINT AGREEMENT FOR THE ESTABLISHMENT  
AND OPERATION OF A SPECIAL EDUCATION PROGRAM IN  
JOHNSON COUNTY AND THE SURROUNDING PARTICIPATING SCHOOLS**

WHEREAS, a need exists in Johnson County, Indiana, and the surrounding territory for special education; and

WHEREAS, the State of Indiana has provided by statute that every school corporation acting individually or in a joint program with other school corporations is to establish and operate a comprehensive program of special education for students with disabilities in accordance with the requirements of the laws of the State of Indiana and all applicable rules and regulations; and

WHEREAS, on November 20, 1973, Center Grove Community School Corporation, Clark-Pleasant Community School Corporation, Edinburg Community School Corporation, Franklin Community School Corporation, Greenwood Community School Corporation, and Nineveh-Hensley-Jackson United School Corporation entered into a Joint Agreement for the Establishment and Operation of a Special Education Program . . . Johnson County Schools, which agreement was duly approved by the State Department of Public Instruction on January 16, 1974, approved as to form and legality by the Attorney General of the State of Indiana on February 28, 1974, approved by the Commission on General Education, State Board of Education, State of Indiana, filed for record with the Secretary of State of the State of Indiana on March 6, 1974, and recorded in the office of the Recorder of Johnson county, as Instrument No. 012422 and appearing of Record at Book 49, Page 959, on March 7, 1974;

WHEREAS, on July 1, 1979, Center Grove Community School Corporation, Clark-Pleasant Community School Corporation, Edinburg Community School Corporation, Franklin Community School Corporation, Greenwood Community School Corporation, and Nineveh-



Hensley-Jackson United School Corporation entered into a First Amendment to Joint Agreement for Establishment and Operation of a Special Education Program . . . Johnson County Schools, which amendment was duly approved by the State Department of Public Instruction on September 12, 1979, approved by the Commission on General Education, State Board of Education, State of Indiana on September 12, 1979, approved as to form and legality by the Attorney General of the State of Indiana on September 25, 1979, filed for record with the Secretary of State of the State of Indiana on September 26, 1979, and further recorded in the office of the Recorder of Johnson County, as Instrument No. 010724 and appearing of Record at Book 53, Page 250, on October 24, 1979;

WHEREAS, the parties hereto deem it necessary to again amend the “Joint Agreement for the Establishment and Operation of a Special Education Program . . . Johnson County Schools” in order to add two new participating school corporations, Flat Rock-Hawcreek School Corporation and Southwestern Consolidated School District, and to reflect the current federal and state law and the current procedures under which Special Services . . . Johnson County Schools operates;

NOW, THEREFORE, it is agreed by and among **Center Grove Community School Corporation**, whose administrative offices are located at 4800 West Stones Crossing Road, Greenwood, Indiana 46143, **Clark-Pleasant Community School Corporation**, whose administrative offices are located at 50 Center Street, Whiteland, Indiana 46184; **Edinburgh Community School Corporation**, whose administrative offices are located at 202 South Keeley Street, Edinburg, Indiana 46124; **Franklin Community School Corporation**, whose administrative offices are located at 998 Grizzly Cub Drive, Franklin, Indiana 46131; **Greenwood Community School Corporation**, whose administrative offices are located at 605

West Smith Valley Road, Greenwood, Indiana 46142; **Nineveh-Hensley-Jackson United School Corporation**, whose administrative offices are located at 802 South Indiana Creek Drive, Trafalgar, Indiana 46181; **Flat Rock-Hawcreek School Corporation**, whose administrative offices are located at 9423 North State Road 9, Hope, Indiana 47246; and **Southwestern Consolidated School District**, whose administrative offices are located at 3406 West 600 South, Shelbyville, Indiana 46176, as participating school corporations, that they will henceforth participate together in a joint program operating under the name of **Special Services for Johnson County and Surrounding Schools** (hereafter referred to as **SSJCSS**) to develop and provide a special education program as defined by the rules of the Indiana Department of Education and the statutes of the State of Indiana, in accordance with the following terms and provisions:

I. AUTHORITY:

The participating school corporations enter into this Agreement based upon the following authority:

- A. Article 7 of the Indiana Administrative Code, 511 IAC 7, Rules 32-47, as amended (hereafter “Article 7”).
- B. Indiana Code § 20-35-5, as amended.
- C. The Indiana Interlocal Cooperation Act, Indiana Code § 36-1-7, as amended.
- D. Any and all other laws of the State of Indiana and rules of the Indiana Department of Education which may apply.

II. PURPOSE:

The purpose and intent of this Agreement is to create an administrative entity designed to oversee and assist participating school corporations in providing comprehensive programs and services for students with disabilities as defined under Indiana law who are under the control, or

joint control, of the participating school corporations and whose special education and related services are governed by Article 7 and the Individuals with Disabilities Education Act, 20 U.S.C. 1400 *et seq.*, as amended (hereafter the “IDEA”).

III. ADMINISTRATION:

A. ADMINISTRATIVE BODY: The participating school corporations hereby designate and create a governing body to be know as the “Governing Board of Special Services for Johnson County and Surrounding Schools” (hereafter referred to as “Board”) to administer the special services organization and hereby charge said Board with the duty of implementing the provisions of this Agreement.

B. POWERS, DUTIES and RESPONSIBILITIES OF GOVERNING BODY: The powers, duties and responsibilities of the Board shall include, but not be limited to, the following:

1. Receive and disburse funds in accordance with the provisions of this Agreement, the laws of the State of Indiana, and the rules and regulations issued by the Indiana Department of Education.
2. Formulate and establish policies and procedures for the operation of SSJCSS.
3. Elect a chairman, vice-chairman, and secretary from the membership of the Board for conducting and recording all business of the Board, appoint a treasurer who is not a member of the Board, and designate depositories.
4. Establish a regular meeting place, time and date, and meet as necessary in order to provide adequate direction to the organization. Special meetings may be held upon call of the Chairman with 72 hours advance notice or waiver by all members.
5. Review, tentatively approve, and submit to the participating school corporations not later than July 1 of each year a proposed budget for the operation of the joint program for the succeeding calendar year.

6. Enter into contracts with personnel for the operation of the organization.
7. Approve claims for payment.
8. Appoint an executive director of special education whose administrative decisions will be within guidelines established by the Board and whose duties shall include the following:
  - a. Overall supervision of all special education programs and services provided by the organization.
  - ~~b. Annually identifying, establishing and guiding study councils representative of the eight member districts with the express purpose of providing guidance and support on all special education matters.~~
  - ~~c. Evaluating all SSJCSS Administrators~~
  - ~~b-d. Establishing, implementing and monitoring procedures related to interviewing and hiring all SSJCSS personnel. Interviewing and recommending SSJCSS personnel for hiring.~~
  - ~~e-e. Overseeing the business office practices including the purchasing of supplies and materials, development of contracts, processing and payment of claims, the business office, and proper recordkeeping.~~
  - ~~d-f. Preparing a proposed annual budget.~~
  - ~~e. Purchasing supplies and materials.~~
  - ~~f-g. Interviewing and recommending SSJCSS personnel for hiring.~~
  - ~~g-h. Assigning duties to appropriate SSJCSS personnel.~~
  - ~~h-i. Overseeing the p~~Preparing and filing ~~of~~ necessary reports to the Board, all participating school corporations and proper State agencies.
  - ~~i-j. Applying for and receiving state reimbursement, as well as applying for appropriate federal funding which may become available.~~
  - ~~j-k. Investigating, seeking out, and recommending any and all sources of funds available to the program whether it be from local, county, state, or private sources, and applying for same.~~
  - ~~k-l. Coordinating professional developmentIn service training for personnel.~~
  - ~~l-m. Evaluating existing SSJCSS programs and services and recommending possible changes if warranted.~~
  - ~~m-n. Supporting participating school corporations in m~~Maintaining an on-going survey of the school and pre-school age population of ~~each~~the jurisdictional area ~~of all~~

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~~participating school corporations~~ for both students being served and those not being served who would be included in one of the categories established by Article 7.

~~h.o.~~ Reviewing on a periodic basis the existing programs and services offered by the participating school corporation and, if necessary, recommending improvement and expansion of the same to the participating school corporation.

~~o.p.~~ Reviewing on a continuing basis the terms and provisions of the Agreement and all applicable legislation and, if needed, recommending changes to and improvement of the same to the Board.

~~p.~~ ~~Coordination and general supervision of the existing SSJCSS programs and services.~~

~~q.~~ ~~Provide guidance to participating school corporations in the planning, promotion, and implementation or continuing refinement of the educational programs and services for students with disabilities in the participating school corporations.~~

~~r.q.~~ In conjunction with the administration of the participating school corporation, provide supervision and assist with the evaluation of all locally appointed special education directors/coordinators. ???

~~9.~~ ~~Enter into contractual agreements for expansion of the facilities, subject to the approval of the participating school corporations for those projects requiring State approval.~~

~~10.9.~~ Any other duties and responsibilities necessary for the efficient operation of SSJCSS and the provision of special education services in the participating school corporations.

C. COMPOSITION & SELECTION OF GOVERNING BODY/QUORUM: The

Board shall consist of the superintendent of each of the participating school corporations. The assistant superintendent or another administrator from each of the participating school corporations may serve as an alternate for the superintendent. Each participating school corporation shall be limited to one vote on the Board. Five members of the Board shall constitute a quorum to do business. However, a vote of the majority of all voting members of the Board is required to pass any motion.

D. RIGHTS OF PARTICIPATING SCHOOL CORPORATIONS: The Board of School Trustees of each participating school corporation reserves the right to approve all projects and programs that are not required by federal or state laws and regulations. The passage of the annual budget constitutes Board approval of all projects and programs accounted for within the budget.

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IV. PERSONNEL:

Upon recommendation of the ~~E~~xecutive ~~D~~irector, the Board shall hire necessary personnel and, when necessary, discharge the same, except as otherwise provided by law. All certified teachers' contracts shall be signed by ~~the~~ Board of SSJCSS.

The following guidelines apply in the selection of personnel:

- A. All participating school corporations agree to assist in recruiting needed personnel by referring applicants to the ~~Executive Director~~director.
- B. Personnel qualifications shall be consistent with the standards of certification as established by the Indiana Department of Education Office of Educator Licensing and Development or other agency established by the State of Indiana to regulate teacher licensing or licensing of other school personnel.
- C. Salary schedules applicable to the employment of personnel shall be that established by the Board of SSJCSS, subject to any required collective bargaining with the teachers' association.

V. ELIGIBLE STUDENTS:

Any child with legal settlement in one of the participating school corporations who meets the definition of a student with a disability as set forth in Article 7 of the Indiana Administrative Code (511 IAC 7) as it now exists or is later amended may qualify as an eligible student of SSJCSS.

Any child who resides within the boundaries of or attends a non-public school within the boundaries of the participating school corporations may be enrolled without the payment of tuition. Children who are not residents of the participating school corporations may be enrolled upon acceptance by and ~~upon payment of tuition fees established by the Local Corporation's Governing Board~~ in compliance with the laws of the State of Indiana. No tuition fees will be charged if prohibited by Indiana law. If SSJCSS programs are located in a participating corporation, students may be recommended for the program by a case conference committee and may not be charged tuition.

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VI. RESPONSIBILITIES OF LOCAL PARTICIPATING SCHOOL CORPORATIONS:

Each participating school corporation agrees to comply with the following terms in order to maintain their membership as a participating school corporation in SSJCSS:

- A. Each participating school corporation will follow all SSJCSS recommended special education practices, policies and procedures.
- B. Each participating school corporation will hire and support all special education instructional staff housed in the district unless otherwise determined by the SSJCSS Governing Board. ~~with the exception of the pre-school staff.~~ This includes staff for the provision of homebound services. ~~The pre-school staff will be hired by SSJCSS.~~
- C. All IDEA and pre-school federal grant money awarded to each participating school corporation will flow to SSJCSS to be used for joint special education programs.

D. Each participating school corporation will remit all payments to the SSJCSS General Fund, Capital Projects Fund and Transportation Fund in a timely manner as indicated in Section VIII, E *infra*.

E. Each participating school corporation will use the law firm recommended by SSJCSS for legal services in connection with special education matters. The sole exception will be in matters where the participating school corporation's insurance carrier is providing insurance coverage for attorneys' fees in connection with the defense of a special education matter and the law firm recommended by SSJCSS is not approved by the participating school corporation's insurance carrier to serve as counsel in that special education matter.

F. Each participating school corporation will appoint one administrator to the SSJCSS ~~Cabinet Administrative Study Council Special Education Cabinet~~ that meets at least monthly at Earlywood Education Center. Each participating school corporation will ensure that its appointed administrator ~~participates in~~ attends the monthly ~~Cabinet study council Cabinet~~ meetings and oversees the implementation of all necessary procedures at the local level.

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G. Each participating school corporation will appoint appropriate representation to each SSJCSS study council organized to support the local districts in carrying out all special education responsibilities. Each council will meet at least once annually, but more frequently if warranted.

F.H. ~~Each participating school corporations' representative to the Administrative Director's Study Council will be responsible for organizing, directing and chairing the meetings of one or more topical study council.~~

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~~G.I.~~ Each participating school corporation will share in the costs related to the drafting, execution, approval and filing of this Agreement and any Amendment thereto, including but not limited to legal expenses and filing fees. Such costs will be apportioned as indicated in Section VIII, Subsection A *infra*.

~~H.J.~~ Each participating school corporation will be responsible for any special education due process hearing expenses that are not covered by SSJCSS's insurance carrier in connection with any special education due process hearing for a student who has legal settlement in that participating school corporation. Provided, however, that nothing in this Section prevents the Board from voting in favor of a motion for all participating school corporations to contribute to the cost of the defense where the hearing involves issues that impact all participating school corporations.

~~I.K.~~ Each participating school corporation will strive to remain in compliance with all special education laws applicable to schools.

~~L.~~ Each participating school corporation will provide appropriate office workspace and/or classroom space for SSJCSS's ~~administrators and all other SSJCSS, school psychologists, speech pathologists, pre school teachers, and any other SSJCSS staff employees~~ that regularly work in the participating school corporation's schools or buildings.

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~~J.M.~~ Each participating school corporation will provide supplies and technology needed for those SSJCSS ~~administrators and other personnel, school psychologists, speech pathologists, pre school teachers, and any other SSJCSS staff that who provide special education and related services to the students with~~

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~~disabilities enrolled in the work in the participating school corporation's schools or buildings to serve the students in the participating school corporation who need their support.~~

VII. CONSEQUENCES OF NONCOMPLIANCE WITH SECTION VI:

If a participating school corporation fails to comply with the terms of this Agreement or willfully disregards the policies and procedures established and recommended by SSJCSS, the Board of SSJCSS may agree to withhold support for that participating school corporation. If a participating school corporation willfully fails to follow the SSJCSS recommended special education practices and procedures, then SSJCSS will be under no obligation to assist the participating school corporation with any special education due process hearing that results from that willful failure.

If a participating school corporation fails to comply with the federal, state or local laws or regulations governing school corporations or fails to make the financial contributions required by this Agreement, the Board can vote to warn the participating school corporation that it has ninety (90) days in which to correct any violation of law/regulation or to make the required financial contribution. Failure of the participating school corporation to correct any violation of law/regulation or to make the required financial contribution within the ninety (90) days provided in the warning may subject the participating school corporation to removal from SSJCSS by the vote of a majority of the voting members of the Board. If the Board votes to remove a participating school corporation, the removed school corporation forfeits its claim to any financial reimbursement or any equipment, supplies, etc. purchased by SSJCSS.

VIII. FINANCING:

Each participating school corporation agrees to pay the cost of the operation of SSJCSS for each year of its operation on the following basis:

A. Administrative Services: The cost of all joint supervision and administration will be funded from the consolidated federal funds from each participating school corporation. The cost of administrators who also serve as local district supervisors will be shared by all participating school corporations who do not hire a local special education director. The cost will be based on the percentage amount that each participating school corporation's December 1 count as reported for the previous year bears to the sum total December 1 count of all participating school corporations who do not hire a local special education director. Additional administrative overhead costs, including but not limited to legal fees, will be based on the percentage amount that each participating school corporation's December 1 count as reported for the previous year bears to the sum total December 1 count of all participating school corporations.

B. Programs and Services: Services provided by SSJCSS, including but not limited to services by school psychologists, speech language pathologists, program support, occupational therapists, physical therapists, alternative education teachers and staff, teachers of the hearing impaired and teachers of the visually impaired, will be made available to the participating school corporations ~~as needed, from time to time as may be determined by the Board~~. A determination of the cost of the program will be made on the basis of the percentage amount that each participating school corporation's December 1 count as reported for the previous year bears to the sum total December 1 count of all participating school corporations for each program or service category. **If a participating school corporation opts not to participate in the joint program**

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or service, the cost will be shared proportionately (based on the total December 1 count of the previous year of those participating school corporations who choose to participate). The total program cost will be based upon the following items:

- (1) Teacher's projected salary, including the reasonable value of fringe benefits.
- (2) Projected mileage incurred in providing the itinerant services.
- (3) Projected supplies and/or instructional materials and equipment required to provide the itinerant services.
- (4) Projected costs for rental of facilities or equipment if applicable.

The decision regarding non-participation in a particular program or service must be presented in writing to the Executive Director prior to final budget approval. The SSJCSS Governing Board may vote to postpone the non participation if it substantially impacts the operation of one or more of the other participating school corporations. Once the budget is approved, the non participation will continue until the Executive Director receives written notice requesting the service be provided. The reinstatement of the service will occur, pending board approval, at the beginning of the next budget cycle.

C. Capital Projects Costs: The costs of all Capital Projects shall be apportioned and paid by the participating school corporations as follows: twenty percent (20%) of the total of such costs shall be shared equally by the eight (8) participating school corporations and the remaining eighty percent (80%) of such costs shall be apportioned among the participating school corporations, based on the percentage amount that each participating school corporation's December 1 count as reported for the previous year bears to the sum total December 1 count of all participating school corporations.

D. Billing for Specific Services Provided by SSJCSS to Individual Participating School Corporation: The SSJCSS Executive Director of SSJCSS will determine in

conjunction with the local director of special education or the superintendent for each participating school corporation what specific services the participating school corporation needs at the time of planning for the next year's budget. Those specific services needed by the participating school corporation that are provided by SSJCSS and which are not governed by the financing in Section XVIII, Subsections A through C *supra* will be billed by SSJCSS to the individual participating school corporation for payment to SSJCSS.

E. Payment: Each participating school corporation shall pay one half of its percentage share of the cost of the operation of the program for SSJCSS on or before August 1 and the remaining one half on or before February 1 of each year or make arrangements with the Board or its designee to make funds available on an acceptable periodic basis in order that said school should operate. If at the end of any given calendar year, there is a ~~total~~ cash balance in ~~the~~ shared ~~program fund-accounts~~ in excess of Five Hundred Thousand Dollars and No Cents (\$500,000.00) ~~remaining in the program fund~~, the ~~excess~~ amount over Five Hundred Thousand Dollars and No Cents (\$500,000) shall be credited to the reserve account of each participating school corporation in accordance with its original proportionate contribution. If it becomes necessary to dissolve the program as provided in any section of this Agreement or its subsequent amendments, any money remaining in the local corporation program accounts shall be refunded to each participating school ~~corporation in accordance with its proportionate original contribution.~~

~~IX.~~ TRANSPORTATION:

It is agreed that each participating school corporation shall provide the means of transportation for its pupils to and from the programs offered through SSJCSS.

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Personnel of SSJCSS shall endeavor to coordinate transportation of pupils, working with the superintendent or transportation planner of each participating school corporation. In certain cases it is recognized that parents or legal guardians may obtain permission to provide transportation for children and apply for reimbursement under the provisions of Article 7. Any such reimbursement to the parents or legal guardians will be made by the participating school corporation in which the student is enrolled. It is understood and agreed that all legislation pertaining to the transportation of special education students shall apply.

In certain cases, students will require transportation to schools outside of the county, such as the Indiana School for the Deaf and the Indiana School for the Blind. The costs of the operation of these vehicles will be paid by the participating school corporations that have students who require this transportation. The charge for such transportation to each participating school corporation will be based on the sum of the total costs of the purchase or lease of such special vehicle, the costs of any alterations required to be made, the cost of gasoline, oil, tires, maintenance of said vehicles, and the salary of the driver and monitor of such special vehicles, including the reasonable value of the fringe benefits, divided by the total number of students from the respective participating school corporation requiring this special transportation service as of December 1 of the previous school year and multiplied by the number of children residing in that respective participating school corporation's district on the same date who receive the service. Any participating school corporation that is located outside of Johnson County that wishes to participate in the transportation offered by SSJCSS to schools outside of the county must arrange the transportation of the students who will participate to an agreed upon pick up and drop off site in Johnson County.

~~IX.~~ EFFECTIVE DATE AND DURATION OF AGREEMENT:

This Agreement shall become effective on July 1, 2011, subject to obtaining the necessary approvals of the various Boards of the participating school corporations and the approval of the Indiana Attorney General pursuant to Indiana Code § 36-1-7-4(b). After its approval, but prior to its being enforced, this agreement shall be filed with the Recorder of Johnson County, Indiana. In the event that the required approval of the Indiana Attorney General is not obtained by July 1, 2011, the Agreement shall become effective on the date that the Agreement is filed with the Recorder of Johnson County, Indiana. No later than sixty days after the Agreement takes effect, the Agreement shall be filed with the State Board of Accounts for audit purposes.

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This Agreement shall remain in full force and effect for a period of five (5) school years beginning on its effective date as provided above. The agreement may be renewed by the consent of all participating school corporations for the next successive five (5) school years by each participating school corporation passing a resolution to renew the same and upon obtaining approval of the necessary governmental authorities not less than twelve (12) months prior to the expiration date of any term. This agreement is automatically renewed from year to year in the event no action is taken to cancel the agreement by the participating school corporations, even if no action is taken to renew for a period of five (5) school years as provided above.

XI. WITHDRAWAL:

It is agreed that no participating school corporation may withdraw from this Agreement during the term of the Agreement without Board approval, because the financial commitments for the operation of SSJCSS make such withdrawal impossible.

Any participating school corporation that wishes to withdraw from this Agreement must furnish written notice to the Board of School Trustees of each of the other participating school

corporations no less than one year prior to May 1st of the school year in which the participating corporation wishes to withdraw. The withdrawing school corporation shall continue to assume its financial obligation to SSJCSS through June 30th of the last year of membership.

Should unforeseen conditions warrant the discontinuance of the program for SSJCSS prior to the expiration date of this Agreement, this Agreement may be terminated by written consent of five (5) of the participating school corporations.

XII. (ADD transition procedures here??)

XII. MANNER OF ACQUIRING, HOLDING AND DISPOSING OF REAL AND PERSONAL PROPERTY USED IN JOINT UNDERTAKING.

Real and personal property may be acquired by the Board when deemed necessary by the Board for carrying out of the purposes of this agreement, subject of course to the provisions of Section III, Subsection B *supra*. Any such real estate or personal property shall be held by the Board in trust for the term of this Agreement for the use of the participating school corporations for the program of special education for students with disabilities contemplated by this Agreement until such property is disposed of or until this program is terminated in accordance with the terms of this Agreement.

Once acquired, such real estate and personal property may not be disposed of without the approval of two-thirds (2/3) of the participating school corporations. If real or personal property is disposed of while the joint program for special education is still in force and effect under the terms of this Agreement, the proceeds of the sale of such real or personal property shall be used as the other assets and funds of SSJCSS for the purposes spelled out by this Agreement and under the existing law. However, in the event of the sale of real or personal property upon dissolution of SSJCSS in accordance with the terms of this Agreement, the proceeds of the sale of such real property or personal property shall be returned to the participating school



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corporations *pro rata* based upon their total respective contributions from the date of the beginning of the program until the date of said dissolution.

XIII. AMENDMENTS TO THE AGREEMENT:

Amendments to this Agreement may be made at any time. Such Amendments must be made in writing and approved by the Board of School Trustees of each participating school corporation. Any such Amendment shall be approved and filed as required by the Indiana Interlocal Cooperation Act, Indiana Code § 36-1-7.

XIV. EXECUTION OF AGREEMENT:

This Agreement is executed for and on behalf of the Board of School Trustees of each participating school corporation by its respective president and attested by its respective secretary. Each participating school corporation certifies that its Board of School Trustees, by resolution duly adopted and entered in its official minutes, agreed to the terms of this Agreement and authorized its president to execute and its secretary to attest the same for and on behalf of said participating school corporation.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, to be effective as provided in Section X *supra*, on the dates listed below.

BOARD OF SCHOOL TRUSTEES OF THE  
CENTER GROVE COMMUNITY SCHOOL CORPORATION

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

STATE OF INDIANA )  
                          )     SS:  
COUNTY OF JOHNSON )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ known to me to be president and secretary, respectively, of the Board of School  
Trustees of the Center Grove Community School Corporation, who, as such president and secretary, respectively, of  
said School Corporation, acknowledged the execution of the foregoing agreement as the free and voluntary  
act of said School Corporation, for the uses and purposes therein set fourth, pursuant to the authority duly  
vested in them by resolution of the Board of School Trustees of said School Corporation.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

BOARD OF SCHOOL TRUSTEES OF THE  
CLARK-PLEASANT COMMUNITY SCHOOL CORPORATION

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

STATE OF INDIANA )  
                          )     SS:  
COUNTY OF JOHNSON )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ known to me to be president and secretary, respectively, of the Board of School  
Trustees of the Clark-Pleasant Community School Corporation, who, as such president and secretary, respectively,  
of said School Corporation, acknowledged the execution of the foregoing agreement as the free and  
voluntary act of said School Corporation, for the uses and purposes therein set fourth, pursuant to the  
authority duly vested in them by resolution of the Board of School Trustees of said School Corporation.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

BOARD OF SCHOOL TRUSTEES OF THE  
EDINBURGH COMMUNITY SCHOOL CORPORATION

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

STATE OF INDIANA    )  
                              )  
COUNTY OF JOHNSON )       SS:

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ known to me to be president and secretary, respectively, of the Board of School  
Trustees of the Edinburgh Community School Corporation, who, as such president and secretary, respectively, of  
said School Corporation, acknowledged the execution of the foregoing agreement as the free and voluntary  
act of said School Corporation, for the uses and purposes therein set fourth, pursuant to the authority duly  
vested in them by resolution of the Board of School Trustees of said School Corporation.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

BOARD OF SCHOOL TRUSTEES OF THE  
FRANKLIN COMMUNITY SCHOOL CORPORATION

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

STATE OF INDIANA )  
                          )     SS:  
COUNTY OF JOHNSON )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ known to me to be president and secretary, respectively, of the Board of School  
Trustees of the Franklin Community School Corporation, who, as such president and secretary, respectively, of said  
School Corporation, acknowledged the execution of the foregoing agreement as the free and voluntary act  
of said School Corporation, for the uses and purposes therein set fourth, pursuant to the authority duly vested  
in them by resolution of the Board of School Trustees of said School Corporation.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

BOARD OF SCHOOL TRUSTEES OF THE  
GREENWOOD COMMUNITY SCHOOL CORPORATION

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

STATE OF INDIANA )  
                          )     SS:  
COUNTY OF JOHNSON )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ known to me to be president and secretary, respectively, of the Board of School  
Trustees of the Greenwood Community School Corporation, who, as such president and secretary, respectively, of  
said School Corporation, acknowledged the execution of the foregoing agreement as the free and voluntary  
act of said School Corporation, for the uses and purposes therein set fourth, pursuant to the authority duly  
vested in them by resolution of the Board of School Trustees of said School Corporation.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

BOARD OF SCHOOL TRUSTEES OF THE NINEVEH-HENSLEY-  
JACKSON UNITED SCHOOL CORPORATION

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

STATE OF INDIANA )  
                          )     SS:  
COUNTY OF JOHNSON )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ known to me to be president and secretary, respectively, of the Board of School  
Trustees of the Nineveh-Hensley-Jackson United School Corporation, who, as such president and secretary,  
respectively, of said School Corporation, acknowledged the execution of the foregoing agreement as the free  
and voluntary act of said School Corporation, for the uses and purposes therein set fourth, pursuant to the  
authority duly vested in them by resolution of the Board of School Trustees of said School Corporation.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

BOARD OF SCHOOL TRUSTEES OF THE  
FLAT ROCK-HAWCREEK SCHOOL CORPORATION

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

STATE OF INDIANA            )  
  )        SS:  
COUNTY OF BARTHOLOMEW )

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_  
and \_\_\_\_\_ known to me to be president and secretary, respectively, of the Board of School  
Trustees of the Flat Rock-Hawcreek School Corporation, who, as such president and secretary, respectively, of said  
School Corporation, acknowledged the execution of the foregoing agreement as the free and voluntary act  
of said School Corporation, for the uses and purposes therein set fourth, pursuant to the authority duly vested  
in them by resolution of the Board of School Trustees of said School Corporation.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_



BOARD OF SCHOOL TRUSTEES OF THE  
SOUTHWESTERN CONSOLIDATED SCHOOL DISTRICT

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

STATE OF INDIANA    )  
                              )  
COUNTY OF SHELBY )       SS:

Before me, a Notary Public, in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be president and secretary, respectively, of the Board of School Trustees of the Southwestern Consolidated School District, who, as such president and secretary, respectively, of said School Corporation, acknowledged the execution of the foregoing agreement as the free and voluntary act of said School Corporation, for the uses and purposes therein set fourth, pursuant to the authority duly vested in them by resolution of the Board of School Trustees of said School Corporation.

WITNESS my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Signature

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

|

APPROVED AS TO FORM AND LEGALITY:

ATTORNEY GENERAL  
STATE OF INDIANA

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

**CERTIFICATE**

STATE OF INDIANA        )  
                                  )  
COUNTY OF JOHNSON    )        SS:

I, Jill Jackson, Recorder of Johnson County, Indiana, hereby certify that the above and foregoing document is a full, true, correct and complete copy of the Instrument shown above, as the same appears of record in my Office in Book \_\_\_\_, Page \_\_\_\_, Instrument Number \_\_\_\_\_.

\_\_\_\_\_  
Jill Jackson  
Recorder of Johnson County, Indiana

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