

**WABASH-MIAMI AREA PROGRAM FOR EXCEPTIONAL CHILDREN
JOINT SERVICE AND SUPPLY AGREEMENT**

THIS AGREEMENT is entered into this 11th day of February, 2019 by the Manchester Community Schools (“Manchester”), the Metropolitan School District of Wabash County (“Wabash County”), the North Miami Community Schools (“North Miami”), the Peru Community Schools (“Peru”), and the Wabash City Schools (“Wabash City”) (collectively referred to as the “Participating School Corporations”) for the purpose of continuing the Wabash-Miami Area Program for Exceptional Children (“Cooperative”) to provide special education and related services to eligible students with disabilities whose legal settlement is within the Participating School Corporations. This Agreement supersedes all previous agreements between the Participating School Corporations. This agreement was revised by WMAP Governing Board on February 11, 2019 and proposed to participating school boards.

ARTICLE I - AUTHORIZATION FOR THE JOINT SERVICES

The Joint Services Program formed by virtue of this Agreement is authorized by I.C. 20-26-10 and shall be operated pursuant to that statute. All special education services provided through this Agreement shall be administered in accordance with state and federal requirements governing the education of eligible students with disabilities.

ARTICLE II – SCOPE OF THE PROGRAM

The nature and scope of services provided by the Cooperative is dependent upon the services necessary to provide quality special education for exceptional children and the policies adopted by the Cooperative’s Governing Board. The Cooperative provides services that are not economically feasible for the Participating School Corporations to provide individually. The services include but are not limited to: administrative and supervisory services, fiscal and clerical services, psychological services, occupational and physical therapy services, speech language services, preschool program support, services for students with hearing impairments, services for students with visual impairments, and interpreter services.

ARTICLE III - ADMINISTRATION OF THE JOINT SERVICE AGREEMENT

Section 1. Administering Corporation

The Administering Corporation shall be the Metropolitan School District of Wabash County. As administrative and fiscal agent for the joint services program, it shall maintain the Joint Service and Supply Fund Account and shall receive and disburse funds in accordance with the provisions of this written agreement. The Administering Corporation shall be included in the term "Participating School Corporations" unless specifically and separately referred to as the "Administering Corporation". The Administering Corporation, in concert with the Director of Special Education and the Cooperative staff, shall assume the following responsibilities:

1. Maintaining records;
2. Executing documents;
3. Providing contracts for certified/licensed personnel assigned to Cooperative positions.
4. Receiving and disbursing funds;
5. Paying salaries, benefits, bills and other expenditures of the Cooperative; and
6. Other duties as may be needed for the efficient operations of the Cooperative program as may be approved by the Cooperative's Governing Board.

Section 2. Cooperative Governing Board

1. Each Participating School Corporation shall be represented by its superintendent or by a designee from the Participating School Corporation to the Cooperative's Governing Board. The represented Participating School Corporation, however, shall remain with one (1) vote on the Cooperative's Governing Board.
2. Each Participating School Corporation shall have one (1) vote in matters pertaining to the Cooperative's Governing Board. Except as otherwise specified in this Agreement or by law, a quorum is necessary to conduct business. A quorum shall be considered three (3) of the five (5) Participating School Corporations. A majority vote by the Participating School Corporations shall rule. If all five corporations are present, the majority vote shall require three votes. If only a quorum exists, three of the five corporations, a majority vote shall be a minimum of three votes.

3. The Governing Board shall be organized at the first meeting of the fiscal year. The officers of the Governing Board will be President and Secretary. The President and Secretary will be elected from Governing Board membership. A copy of the minutes of each meeting shall be forwarded to each of the Participating School Corporations.
4. The powers, duties, and responsibilities of the Cooperative's Governing Board shall include, but not be limited to, the following:
 - a. Formulate and establish guidelines, policies, and procedures for the operation of the Cooperative.
 - b. Establish a regular meeting place, time, and date in order to provide adequate direction to the program. Special meetings may be held upon call of the President of the Cooperative's Governing Board or his/her designee or by a majority of the Participating School Corporations with seventy-two (72) hours advance notice provided to all members, or by waiver of notice by all members.
 - c. Periodically review the progress and development of the existing programs.
 - d. Approve the annual Cooperative budget.
 - e. Appoint a Director of Special Education for the Cooperative ("Director") whose administrative duties shall be established by the Cooperative's Governing Board. The Director shall be hired by the Administering Corporation upon written notification by the Cooperative's Governing Board, including the Director's contract terms.
 - f. All proposed hiring, cancellations, or non renewals will be presented to the governing board for approval before final approval by the administering corporation. Interviewing and recommendation for hiring of Cooperative employees may be delegated to the appropriate personnel. Interviewing and selection of the Director shall not be delegated. "Cooperative employees" is defined as only those who are employed by the Cooperative for the purpose of providing the following services to all of the Participating School Corporations: administrative and supervisory services, fiscal and clerical services, psychological services, occupational and physical therapy services, speech language services, preschool program support services, services for students with hearing impairments, services for students with visual impairments, and interpreter services.

- g. For purposes of contract cancellation or non renewals of Cooperative personnel, the Superintendent of the Administering Corporation shall be designated and shall serve as the “Superintendent” for purposes of Indiana Code 20-28-7.5 and shall make recommendations concerning contract cancellations or non renewals to the Board of School Trustees of the Administering Corporation. The Cooperative’s Governing Board or its designee shall be responsible for presenting the case of non renewal or cancellation to the Board of School Trustees of the Administering Corporation. Each of the Participating School Corporations will share in any financial or legal obligations arising from the dismissal of Cooperative employee. Such sharing in the financial or legal obligations of the Administering Corporation shall include: a per capita share of the Administering Corporation’s attorney fees, a per capital share in any insurance deductible required of the Administering Corporation, as well as a per capita share of expenses, such as damages, not covered by insurance. These legal and financial obligations do not pertain to staff terminated from any position which can be considered to be a position in a local program of the Administering Corporation.
- h. Provide governance of the Cooperative program in the matters not strictly reserved by statute to the Boards of School Trustees of the Participating School Corporations.
- i. Conduct meetings of the Cooperative’s Governing Board pursuant to the requirements of Indiana Code 5-14-1.5.
- j. Evaluate and determine the compensation and length of contract for the Cooperative Director.
- k. Perform any other duties and responsibilities necessary for the efficient operation of the cooperative.

Section 3. The Director of Special Education

The Governing Board shall recommend a certified Director of Special Education to the Board of Education of the Administering Corporation. The principal duties of the Director shall be established in the job description for the position of Director of Special Education, which shall be reviewed at least annually by the Director and the Governing Board. The Superintendent of the Local Education Agency (LEA), with input from the Governing Board, shall evaluate the Director.

Section 4. Participating School Corporations

1. The Cooperative shall continue to provide the following services to all of the Participating School Corporations:
 - a. Administrative and supervisory services;
 - b. Fiscal and clerical services;
 - c. Psychological services;
 - d. Occupational and physical therapy services;
 - e. Speech language services;
 - f. Preschool Program Support Services;
 - g. Services to students with hearing impairments;
 - h. Services to students with visual impairments;
 - i. Interpreter services.
2. Effective July 1, 2019, each of the five (5) Participating School Corporations shall be responsible for providing all special education programs and services in their respective participating School Corporations except for those services identified in Section 4 (1) above. In addition, each Participating School Corporation will provide facilities and supplies for local special education programs housed within its boundaries.
3. A Participating School Corporation may determine that the best interests of students with disabilities with legal settlement in that Participating School Corporation can best be provided by another Participating School Corporation. In these cases, the two Participating School.
4. Corporations may agree that the services will be provided by one Participating School Corporation to students in the other Participating School Corporation and/or to contract for such services. Such arrangements shall not be considered Cooperative programs.

ARTICLE IV – FINANCING

- A. **WMAP Cooperative Costs**. The portion of the expenses of the Joint Services Program paid by each Participating Corporation will be determined by the Governing Board, adopted as a policy of the Governing Board, and will be periodically reviewed by the Governing Board. The Governing Board will, through policy, designate budgetary Procedures.

- B. The Cooperative will receive the 611 and 619 Grants received from the State of Indiana for each Participating School Corporation to fund the centralized services provided by the Cooperative described in Article II.
- C. 1% of the total dollars of 611 and 619 will be considered indirect cost of the LEA. These expenses shall be paid from the Part B grant.
- D. The Average Daily Membership (“ADM”) funds and Annual Pupil Count (“APC”) funds received by each of the Participating School Corporations will be provided to and used by the Participating School Corporations to fund the decentralized services identified in Article III, Section 4.
- E. Effective July 1, 2016, Wabash City will assume responsibility for billing and collecting transfer tuition for the Sunshine Fund for students with legal settlement within and outside Wabash City Schools for whom the Cooperative is required by law to provide special education services.
- F. In the event of a funding shortfall, as determined by the Governing Board, the Cooperative will use each Participating School Corporation’s Prior Year December 1 APC count to calculate the respective Participating School Corporation’s proportionate share of Cooperative costs for the current fiscal year. The Cooperative costs will be calculated by totaling the Prior Year APC counts for all five Participating School Corporations and dividing each Participating School Corporation’s Prior Year December 1 APC Count into the Total Prior Year December 1 APC Count to determine each Participating School Corporation’s proportionate share of the Cooperative’s operating costs. The Participating School Corporation’s proportionate share will be used to determine the amount of the Participating School Corporation’s assessment to fund the shortfall.
- G. The Participating School Corporations understand and agree that Cooperative shall maintain a General Fund cash balance at a level to be determined by the Cooperative Governing Board. In the event the General Fund cash balance falls below the level established by the Governing Board, the shortfall provisions set forth in Paragraph F above will be triggered to replenish the General Fund cash balance. In the event the General Fund cash balance exceeds the level established by the Cooperative Governing Board, the excess funds shall be returned to the Participating School Corporations based upon each Participating School Corporation’s proportionate share at the time of the distribution.
- H. If services are requested from a non-member, the Governing Board will follow the policy for contracting services.

ARTICLE V – RESOLUTION TEAM

Section 1. Administering Corporation

When a disagreement arises between the Cooperative’s Governing Board and the Board of School Trustees of the Administering Corporation, a Resolution Team comprised of a minority of members of the Cooperative’s Governing Board and minority of members of the Board of School Trustees of the Administering Corporation shall meet at the request of the President of the Administering Corporation’s Board of School Trustees or the President of the Cooperative’s Governing Board to address differences of opinion concerning the application of this Agreement. The Superintendent of the administering corporation shall be one of the two members of the Resolution Team. If a resolution team does not resolve the conflict, then an outside mediation will be hired to resolve the issue.

Section 2. Participating School Corporations

When a disagreement arises between the Cooperative’s Governing Board and the Board of School Trustees of a Participating School Corporation, a Resolution Team comprised of a minority of the Cooperative’s Governing Board and a minority of the Board of School Trustees of the Participating School Corporation shall meet at the request of the President of the Board or School Trustees of the Participating School Corporation or the President of the Cooperative’s Governing Board to address differences concerning the application of this Agreement. The Superintendent of the affected school corporation shall be one of the two members of the Governing Board’s Resolution Team. If a resolution team does not resolve the conflict, then an outside mediation will be hired to resolve the issue.

ARTICLE VI – TRANSPORTATION

Transportation of students with disabilities who reside within the Participating School Corporations shall be provided by each Participating School Corporation in accordance with all state and federal laws governing the education of children with disabilities and the policies adopted by the Cooperative’s Governing Board.

ARTICLE VII – EQUIPMENT AND SUPPLIES

- A. Ownership. Any facilities, classrooms, equipment or supplies provided to the Joint Services

Program by a Participating Corporation will remain the property of such corporation. Any equipment or supplies purchased through Joint Services Program funds will be the property of the Joint Services Program. If the Joint Services Program is dissolved, according to the dissolution provision of this Agreement, or if a majority of the Participating Corporations withdraw, the remaining equipment or supplies will be distributed among the Participating Corporations according to the percentage of the costs of the Joint Services Program which each corporation is paying at the time of dissolution or majority withdrawal, as this percentage relates to the fair market value of the equipment or supplies at the time of dissolution or majority withdrawal. The withdrawal of a Participating Corporation or a minority of Participating Corporations will not entitle such corporations to any share of existing Joint Services Program equipment or supplies.

- B. Funds. However, the Withdrawing Participating School Corporation shall be entitled to receive its proportionate share of the Cooperative's General Fund cash balance on June 30 of the year it withdraws from the Cooperative. The Withdrawing Participating School Corporation's proportionate share of the Cooperative's General Fund cash balance shall be determined based on each Participating School Corporation's Prior Year December 1 APC count. The Withdrawing Participating School Corporation's proportionate share will be calculated by totaling the Prior Year December 1 APC counts for all of the Participating School Corporations and dividing the Withdrawing Participating School Corporation's Prior Year December 1 APC Count into the Total Prior Year December 1 APC Count.
- C. The Cooperative shall maintain an annual inventory of new and existing equipment, including occupational and physical therapy equipment, which is used in the delivery of education services to those students who have legal settlement within each of the respective Participating School Corporations. The Cooperative shall be responsible for the maintenance of such equipment.

ARTICLE VIII- PAYMENT OF HEARING EXPENSES

Should a special education hearing under Indiana's Administrative Rules and Regulations governing said special education services be requested for a student enrolled in a Participating School Corporation (the "Student's School Corporation"), the following incurred expenses shall be the responsibility of the Cooperative:

- Expense of the hearing officer (paid out of Part B funds)
- Other related expenses as agreed between the Cooperative and the Student's School Corporation.

Should a special education hearing under Indiana's Administrative Rules and Regulations governing said special education services be requested for a student enrolled in a Participating School Corporation, the following incurred expenses shall be the responsibility of the Student's School Corporation:

- Expenses of defending the Cooperative and the Student's School Corporation which are not covered by the Cooperative's insurance (for example, the insurance deductible);
- Parent Attorney fees, if awarded by the hearing officer/judge or included in a settlement agreement; and
- Other related expenses as agreed between the Cooperative and Student's School Corporation.

The allocation for hearing expenses in the Part B budget should be divided between Participating School Corporations by proportionate share. Should the hearing expenses exceed those funds allocated in the existing Part B budget, the excess expenses shall be borne by the Participating School Corporations. In the event a hearing becomes necessary due to the willful non-compliance, as determined by the Cooperative's Governing Board, by the Student's School Corporation in its policies, procedures, or personnel actions, the hearing expenses shall be borne totally by the Student's School Corporation determined to be at fault. Any determination by the Cooperative's Governing Board that the Student's School Corporation is at fault for willful non-compliance is subject to de novo review exclusively by the Circuit Court in the county in which the Student's School Corporation is located. The financial impact of the hearing request on the LEA's insurance premium will be reviewed no less than annually.

ARTICLE IX – WITHDRAWAL

No Participating School Corporation may withdraw from the Cooperative until the following requirements have been met:

1. Written notification to the Cooperative's Governing Board by January 1st of the school year prior to the school year in which the Participating School Corporation plans to withdraw. The withdrawing corporation must present to the WMAP Governing Board the letter of intent to withdraw from the cooperative at the next scheduled WMAP Governing Board meeting following the withdrawing school board's action. The WMAP Governing Board will acknowledge receipt of the letter in board minutes.
2. No withdrawal will be final until the end of the school year following the school year in which the written notification was made.
3. The withdrawing Participating School Corporation shall remain liable for any financial obligations incurred while a member of the Cooperative and shall remain liable until such obligation is retired.
4. If a school who has issued a letter of withdrawal wishes to rescind the letter to withdraw anytime after public recognition of the governing board receiving the letter of withdrawal, the corporation will be expected to apply to the governing board as a new member and follow the expectations as noted in Article XI of this agreement.

ARTICLE X – AMENDMENTS

Amendments or changes to this Agreement may be made by a majority vote of the Board of School Trustees of each of the Participating School Corporations. Minor adjustments may be made to this agreement by a unanimous decision of the WMAP Governing Board if they do not change the intent of the agreement.

ARTICLE XI – NEW MEMBERS

Any school corporation wishing to become a member of the Cooperative may do so by filing an application with the Cooperative's Governing Board by January 1 preceding the school year in which the membership would take effect. Such membership may be recommended to the local Board of School Trustees when a majority of the Cooperative's Governing Board votes in favor of making such recommendation. Upon receipt of the recommendation of the Cooperative's Governing Board, each Board of School Trustees of the Participating School Corporations shall vote whether to accept the applicant school corporation. Such school corporation shall only be admitted to the Cooperative after a majority vote by the Boards of School Trustees of the Participating School Corporations. A one-time membership fee will be assessed for any new member's share of the property, assets, and cash of the

Cooperative. Such a fee shall represent the new member's share of the proportionate share property of the Cooperative at the time it becomes a member calculated on an equitable basis.

ARTICLE XII – CHANGE OF ADMINISTERING CORPORATION

Upon a majority vote of the Cooperative's Governing Board, the Administering Corporation shall be given twelve (12) months' notice of a change in the Administering Corporation unless the Cooperative's Governing Board and the Administering Corporation mutually agree that another Participating School Corporation shall become the Administering Corporation.

ARTICLE XIII – DISSOLUTION

This Agreement may be dissolved by a unanimous vote of each of the Participating School Corporations, thereby dissolving the Cooperative, after authorization from the Board of School Trustees of each of the Participating School Corporations. Upon dissolution of the Cooperative, its property shall be distributed in an equitable manner in accordance with the total amount paid into the Cooperative on account of fees or charges or value contributed in-kind, by each member Participating School Corporation. For purposes of making such distribution, the Governing Board shall cause the fair market value of all such property to be fixed by appraisal and shall, insofar as possible, distribute the property thus appraised so that each member receives its distributive share in-kind. In the event, because of the nature of the property or the unwillingness of any member to receive such property, part or all of the property must be sold, it shall be sold in accordance with the provision of IC 20-26-7 and the distribution shall be made at the discretion of the Governing Board partly in-kind and partly in cash, or entirely in cash. Any property not distributable or reasonably saleable shall be distributed to the State of Indiana. The determination of the Governing Board in connection with such distribution shall be final unless it is arbitrary and capricious.

ARTICLE XIV – EFFECTIVE DATE

This Agreement shall be effective immediately following the necessary approvals by the Board of School Trustees of each of the Participating School Corporations and shall automatically be renewed for succeeding periods of one year beginning on July 1 and ending on June 30.

ARTICLE XV – EXECUTION OF AGREEMENT

This Agreement is entered into and on behalf of the Board of School Trustees of each of the Participating School Corporations by its president and secretary. Each respective Participating School Corporation certifies that its Board of School Trustees has, by resolution entered into the minute book of its school corporation, agreed to the terms of this Agreement and has authorized it to execute this Agreement.

**IN WITNESS WHEREOF, the parties have executed this Wabash-Miami Area Program for
Exceptional Children Joint Service and Supply Agreement the day and year first written above.**

THIS AGREEMENT approved by a majority vote of the Governing Board of the Manchester Community Schools on the _____ day of _____, 2019.

MANCHESTER COMMUNITY SCHOOLS

By: _____ Date: _____

Board President

By: _____ Date: _____

Board Secretary

THIS AGREEMENT approved by a majority vote of the governing body of Peru Community Schools on the _____ day of _____, 2019.

PERU COMMUNITY SCHOOLS

By: _____ Date: _____

Board President

By: _____ Date: _____

Board Secretary

THIS AGREEMENT approved by a majority vote of the governing body of Wabash City Schools on the _____ day of _____, 2019.

WABASH CITY SCHOOLS

By: _____ Date: _____

Board President

By: _____ Date: _____

Board Secretary

THIS AGREEMENT approved by a majority vote of the governing body of Metropolitan School District of Wabash County on the _____ day of _____, 2019.

METROPOLITAN SCHOOL DISTRICT OF WABASH COUNTY

By: _____ Date: _____

Board President

By: _____ Date: _____

Board Secretary

THIS AGREEMENT approved by a majority vote of the governing body of North Miami Community Schools on the _____ day of _____, 2019.

North Miami Community Schools

By: _____ Date: _____

Board President

By: _____ Date: _____

Board Secretary