

## **IC 20-26-10**

### Chapter 10. Joint Programs and Personnel

#### **IC 20-26-10-1**

##### **"Joint program"**

Sec. 1. As used in sections 2 through 9 of this chapter, "joint program" means the joint employment of personnel, joint purchase of supplies or other material, or joint purchase or lease of equipment, joint lease of land or buildings, or both, or joint construction of, remodeling of, or additions to school buildings, by two (2) or more school corporations, for a particular program or purpose. The term includes the joint investment of money under IC 5-13, data processing operations, career and technical education, psychological services, audiovisual services, guidance services, special education, and joint purchasing related to the acquisition of supplies or equipment that are not to be used jointly.

*As added by P.L.1-2005, SEC.10. Amended by P.L.234-2007, SEC.104.*

#### **IC 20-26-10-2**

##### **"Participating school corporation"**

Sec. 2. As used in sections 3 through 9 of this chapter, "participating school corporations" means all school corporations engaging in a joint program.

*As added by P.L.1-2005, SEC.10.*

#### **IC 20-26-10-3**

##### **Joint programs authorized; contents of agreement**

Sec. 3. (a) Two (2) or more school corporations acting through their respective governing bodies may engage in joint programs under a written agreement executed by all participating school corporations.

(b) The agreement shall do the following:

- (1) Designate the type of purchases, leases, or investments to be made.
- (2) Prescribe the manner of approving persons employed under the joint program.
- (3) Designate the type of construction, remodeling, or additions to be made on the school buildings.
- (4) Provide for the organization, administration, support, funding, and termination of the program, subject to the provisions of this chapter.

*As added by P.L.1-2005, SEC.10.*

#### **IC 20-26-10-4**

##### **Administration and supervision of joint program**

Sec. 4. An agreement shall designate one (1) of the participating school corporations to administer and supervise the joint program, including receiving and disbursing funds, executing documents, and maintaining records under this chapter and the agreement between

the participating school corporations.  
*As added by P.L.1-2005, SEC.10.*

#### **IC 20-26-10-5**

##### **Teachers without prior service; employment by joint program**

Sec. 5. (a) A teacher employed in a joint program who does not have existing years of service in one (1) of the member corporations of the joint program is considered to have been employed as a teacher by the governing body that is administering the joint program at the time that the teacher is first employed by the joint program.

(b) The teacher is entitled to the same rights and privileges as set forth in IC 20-28-6 through IC 20-28-10 as if employed as a regular teacher by the governing body that is administering the joint program at the time that the teacher is first employed by the joint program.  
*As added by P.L.1-2005, SEC.10.*

#### **IC 20-26-10-6**

##### **Teachers with prior service; employment by joint program**

Sec. 6. A teacher who has existing years of service in one (1) of the member school corporations of the joint program shall retain the same rights and privileges as set forth in IC 20-28-6 through IC 20-28-10 as if still employed as a teacher in the school corporation in which the teacher has already acquired years of service.

*As added by P.L.1-2005, SEC.10.*

#### **IC 20-26-10-7**

##### **Loss of joint program teaching jobs**

Sec. 7. (a) A teacher who loses the teacher's job in a joint program because of:

- (1) a reduction in services;
- (2) a reorganization;
- (3) the discontinuance of the joint program; or
- (4) a withdrawal in whole or in part of a participating school from the joint program;

shall be accorded the same rights that are provided under IC 20-35-5-11 for teachers from special education cooperatives.

(b) A teacher who:

- (1) is employed in a joint program under this chapter;
- (2) loses the teacher's job in the joint program as described in subsection (a); and
- (3) subsequently is employed by a participating school corporation as described in subsection (a);

retains the rights and privileges under IC 20-28-6 through IC 20-28-10 that the teacher held at the time the teacher lost the job in the joint program as described in subdivision (2).

*As added by P.L.1-2005, SEC.10.*

#### **IC 20-26-10-8**

##### **Joint services, leasing, construction, and supply fund**

Sec. 8. (a) The governing bodies of participating school corporations may pay into a joint fund, known as the joint services, leasing, construction, and supply fund, an amount set forth in the written agreement under section 3 of this chapter. Each governing body shall budget and appropriate funds for the joint program from the school corporation's general fund in accordance with laws governing the use of the general fund.

(b) The joint services, leasing, construction, and supply fund shall be held by the governing body of the school corporation designated in the written agreement to administer and supervise the joint program. The designated governing body shall receive, disburse, and maintain an account for the fund in the same manner as prescribed for other funds of the governing body and under the written agreement but without any further or additional appropriation of the funds. The designated governing body shall:

- (1) make a complete and detailed financial report of all receipts and disbursements not later than thirty (30) days after the end of each school year; and
- (2) furnish copies of the report to the governing bodies of all other participating school corporations.

The reports required under this section are supplementary to and do not supersede or repeal the requirements for publication of annual reports of certain school corporations as provided by IC 5-3-1.

*As added by P.L.1-2005, SEC.10. Amended by P.L.2-2006, SEC.129.*

#### **IC 20-26-10-9**

##### **Joint investment fund; administration; designated depositories**

Sec. 9. (a) The governing bodies of participating school corporations may pay into a joint fund, to be known as the joint investment fund, all or part of the money the governing bodies may otherwise invest under IC 5-13-9. The fund shall be administered by the governing body of the school corporation designated in the written agreement under section 3 of this chapter. The designated governing body shall receive, invest, maintain an account for, and disburse the fund in the same manner as prescribed for other funds for the governing body representing money available for investment and in accordance with the written agreement.

(b) With respect to an investment described in IC 5-13-9, quotes may be solicited and received orally, and the investment shall be made with the designated depository that submitted the highest quote. If two (2) or more designated depositories submit the highest quote, the investment shall be made either:

- (1) by dividing the investment among the depositories so as not to lose the benefits of the quotes received; or
- (2) if division is not practicable, by lot.

(c) The designated depository holding the investment shall remit to the governing body administering the joint program any money due under the investment on the date the investment matures and in the manner directed by the governing body. A designated depository participating in an agreement for joint investment of money under

IC 5-13 shall provide a detailed accounting of the transactions as required for audit purposes by the state board of accounts.

*As added by P.L.1-2005, SEC.10.*

#### **IC 20-26-10-10**

##### **Joint employment of professional personnel; joint purchase of supplies and equipment**

Sec. 10. Two (2) or more school corporations within a county may through their respective school trustees and boards engage in any of the following:

- (1) Joint employment of professional personnel.
- (2) Joint purchases of necessary supplies, equipment, and other materials that the participating school officers consider proper to the operation of their respective schools.

The cost of these services and purchases to participating corporations shall be determined by their proportionate use in the schools of participating corporations. The county superintendent of schools is the administrator of these joint activities.

*As added by P.L.1-2005, SEC.10.*

#### **IC 20-26-10-11**

##### **Joint service and supply fund; authorization; reports**

Sec. 11. (a) A county board of education may authorize the county superintendent of schools to establish a joint service and supply fund, into which fund the participating school corporations shall pay their proportionate share under an agreement for the joint services and supplies in which the school corporations are interested. The county superintendent of schools may disburse from the service and supply fund proper expenditures to pay salaries of jointly employed personnel and other joint service expenditures.

(b) The county superintendent of schools shall keep a complete written accounting of all receipts and disbursements related to the joint service and supply fund in a form approved by the state board of accounts. The accounting shall be audited by the state board of accounts. The county superintendent of schools shall make a complete and detailed financial report of all receipts and disbursements in the joint service and supply fund at the end of each fiscal year and shall furnish copies of the report to all participating school corporations.

*As added by P.L.1-2005, SEC.10.*

#### **IC 20-26-10-12**

##### **Purchasing and bidding rules**

Sec. 12. The purchasing of equipment, supplies, and materials shall be under the same laws and regulations as the purchasing would be if it were by a single school corporation. However, the bids shall be submitted by the superintendent of county schools to the participating corporations for approval.

*As added by P.L.1-2005, SEC.10.*