



INDIANA STATE BOARD OF EDUCATION

To: Indiana State Board of Education
From: Timothy Schultz, General Counsel
Date: May 2, 2018
RE: Special Education Cooperative

MEMORANDUM

Staff Recommendation: Approve the Special Education Cooperative Agreement, subject to the conditions outlined in this memorandum.

I. Special Education Cooperatives—IC 20-35-5

Pursuant to IC 20-35-5-2, school corporations may form a special education cooperative to develop, operate, and participate in programs and services for students with disabilities. School corporations that decide to form a cooperative must enter into a written agreement that contains the following provisions:

- (1) A plan for the organization, administration, and support for the special education cooperative, including the establishment of a board of managers.
- (2) The commencement date of the establishment of the special education cooperative, which must be contemporaneous with the beginning of a school year.
- (3) The extension of the special education cooperative for at least five (5) school years and a provision that the special education cooperative will extend from school year to school year after the five (5) year period unless the special education cooperative is terminated by action of the governing bodies or governing boards of a majority of the participating school corporations and participating charter schools that is taken at least one (1) year before termination of the agreement.

Additionally, the cooperative agreements are subject to the requirements contained in IC 20-35-5-3 through IC 20-35-5-8. These sections include guidance regarding capital purchases, facilities, equipment, funding, and other administrative issues. Further, school corporations that enter into a special education cooperative must decide to organize the cooperative under IC 20-35-5-13 through IC 20-35-5-15; alternatively the schools may decide to organize the cooperative under IC 20-35-5-16. Depending on the legal authority chosen by the school corporations, certain statutory requirements must be satisfied in order for the cooperative agreement to be valid.

II. South Central Area Special Education Cooperative Request

The following school corporations are seeking the Board's approval regarding the attached South Central Area Special Education Cooperative Agreement ("Agreement"):

- Crawford County Community School Corporation;
- East Washington School Corporation;

- Paoli Community School Corporation;
- Salem Community School Corporation;
- Springs Valley Community School Corporation; and
- West Washington School Corporation.

The Agreement indicates that the school corporations have chosen to create the special education cooperative pursuant to IC 36-1-7, governing interlocal cooperation, as permitted by IC 20-35-5-16. As the Agreement is subject to IC 36-1-7, the school corporations must seek review and approval of the Agreement from the Office of the Indiana Attorney General. The school corporations received approval from the Attorney General and a copy of the approval was submitted to Board staff. Further, agreements that are governed by IC 36-1-7 must also be submitted to the agency responsible for overseeing the subject matter that the agreement relates to—in this case, special education cooperatives. Pursuant to IC 20-35-2-1, the Board is the agency responsible for special education cooperatives created under IC 20-35-5. Therefore, IC 36-1-7-5(a) requires that the Board review the Agreement and determine if it should be approved.

III. Analysis of the Agreement

After reviewing the Agreement and supporting materials, I noted the following technical issues:

- Page 11, Article IX, Amendments:
 - The current language in this section states that the Agreement may be amended per a "majority vote." However, IC 20-35-5-3 explains that cooperation agreements may only be modified by "unanimous consent" of the school corporations.
- Page 12, Article XI, Section 11.01
 - The current language states that the cooperative shall operate for an initial period of 4 years. However, IC 20-35-5-2(3) states that cooperatives shall have an initial period of 5 years.
- Page 12 and 13, Article XI (the dissolution language on both pages)
 - The Agreement language lists a number of methods to dissolve the cooperative. IC 20-35-5-2(3) only refers to one method to terminate an agreement, explaining that an agreement can "terminated by action of the governing bodies or governing boards of a majority of the participating school corporations."

I have explained these technical issues to the school corporations' representative, and she has confirmed that the Agreement will be revised when the cooperative has its next meeting.

IV. Conclusion

Aside from the technical issues outlined in the preceding section, the Agreement complies with the applicable State law. Therefore, I recommend that the Board approve the Agreement, contingent on the cooperative revising the Agreement to address the technical issues identified in this memorandum.

**COOPERATIVE AGREEMENT FOR THE
SOUTH CENTRAL AREA SPECIAL EDUCATION COOPERATIVE**

The undersigned public agencies hereby agree to form a separate legal entity under the provisions of the Interlocal Cooperation Act (IC 36-1-7), in accordance with the following provisions:

**ARTICLE I
NAMES AND PARTIES TO THE AGREEMENT**

Section 1.01. Name. The name of the entity is South Central Area Special Education Cooperative (the "Cooperative").

Section 1.02. Parties. The Participating School Corporations entering into this Agreement consist of:

Crawford County Community School Corporation ("Crawford County")
5805 East Administration Road
Marengo, IN 47140

East Washington School Corporation ("East Washington")
1050 N Eastern School Road
New Pekin, IN 47165

Paoli Community School Corporation ("Paoli")
501 S Elm Street
Paoli, IN 47454

Salem Community School Corporation ("Salem")
500 N Harrison Street
Salem, IN 47167

Springs Valley Community School Corporation ("Springs Valley")
498 Larry Bird Boulevard
French Lick, IN 47432

West Washington School Corporation ("West Washington")
8026 W. Batt Road
Campbellsburg, IN 47108

"Participating School Corporation", as used in this Agreement, shall refer to the school

corporations that are, from time to time, parties to this Agreement.

ARTICLE II 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.

ARTICLE III PURPOSES AND POWERS

Section 3.01. Purposes. The purposes of the Cooperative are as follows:

- 1. To develop, operate, participate in and supervise programs and services for students with disabilities as defined by IC 20-35-1-2 who are under the control, or joint control, of the Participating School Corporations.
- 2. To develop such other programs or services as from time to time may be necessary or beneficial to the Participating School Corporations.
- 3. To provide facilities, equipment, and services for the development and implementation of such programs and services.
- 4. To provide any such program or services to any Participating School Corporation, other than a member, or to any other person, to the extent any of

the member Participating School Corporations could provide such programs or services, individually, at a cost thereof as determined by the Cooperative. Such programs shall include, but are not limited to, those required to implement the Individuals with Disabilities Education Improvement Act (IDEIA), Indiana Code 20-35-1 et seq. and implementing regulations.

Section 3.02. Powers. In carrying out such purposes, the Cooperative shall have the following powers:

1. To acquire, by gift, grant, purchase, lease, or otherwise, and to hold and dispose of, real and personal property.
2. To employ instructional, supervisory, and other personnel.
3. To contract for other services.
4. To budget, account for, collect, and disburse funds.
5. To apply for, accept, utilize, disburse and expend loans, grants, and aid from the State or Federal Governments.
6. To enter into, assume the obligations of, and to enforce, contractual obligations; and to charge and collect the costs of any program or services rendered by the Cooperative.
7. To implement, with respect to any program or services, any applicable ruling, regulation, policy, directive, ordinance, plan or program promulgated by any duly authorized administrative or other unit of the Federal, Indiana State, or adjoining state government, and to make and file any report or reports required by any such unit, and to make periodic operational reports to the member public agencies and such other reports as they shall request.
8. To enter into agreements with the Participating School Corporations and to

acquire or purchase property, facilities, or services therefrom.

9. Without limiting any of the foregoing powers, to do any other act necessary or desirable from a business or educational standpoint in carrying out the programs and providing the services herein authorized and the powers in respect thereto delegated to each of the member Participating School Corporations.

In exercising such powers, the Cooperative shall not, however, exercise any power prohibited to it by the laws of the State of Indiana or by any provision of this Agreement.

ARTICLE IV DISTRIBUTION OF POWERS: ORGANIZATION, COMPOSITION AND NATURE OF COOPERATIVE

Section 4.01. Governing Board and Its Powers. The operations of the Cooperative shall be managed by a Governing Board composed of the persons who serve as the chief administrative officers of the member participating school corporations or his/her designee. The authority of the Governing Board shall include, but shall not be limited to, the following:

1. Establish policies, programs, procedures and controls with respect to the administration of the Cooperative, and any program or service operated by or under the supervision of the Cooperative.
2. Approve the acquisition of facilities and the hiring of personnel and other services.
3. Employ personnel.
4. Contract for other services as needed.
5. Approve an annual budget for the administration of the Cooperative and for any program or services to be operated by the Cooperative.
6. Determine the amount of charges for any program or service, provided such

charges shall be on a uniform basis to each member for similar participation, and adjust such charges from time to time.

7. Invest any funds for the Cooperative not needed for immediate cash flow in securities authorized for investment by political subdivisions or municipal corporations under applicable law.
8. Take any other action necessary or desirable to carry out the work of the Cooperative.
9. Delegate, by resolution or rule, authority to take action on behalf of the Cooperative to its Executive Director, including but not limited to, the hiring of personnel or other persons and the awarding of contracts after complying with all bidding requirements.

Such authority shall, however, be limited by the terms of this Agreement, any policy or rule of the Governing Board, and any applicable statute or regulation validly issued pursuant thereto.

Section 4.02. Operation of the Governing Board. The Governing Board shall organize each year in July by electing from its own membership a President, a Vice-President and a Secretary. Regular sessions of the Governing Board shall be held not less than six (6) times each year at the times and places specified by resolution of the Governing Board. Special meetings may be called by the Executive Director of the Cooperative, by the President of the Governing Board, or by 50% of its members. Four (4) of the six (6) members of the Governing Board shall constitute a quorum for doing business. Except as otherwise provided in this Agreement or by resolution of the Governing Board, each action of the Governing Board shall require a majority of any quorum present, except that no action shall be taken by the affirmative vote of less than fifty percent (50%) of the Governing Board, and no contract shall be valid unless it receives an affirmative vote of a majority of the entire Governing Board.

Section 4.03. Officers of the Cooperative. The Governing Board shall employ and appoint an Executive Director who shall be the chief administrative officer of the

Cooperative, who, under the direction of the Governing Board, shall be responsible for carrying out all policies, programs, and activities developed, formulated, and approved by it. The Executive Director, by direction of the Governing Board, shall have the authority to hire, promote, or remove employees or persons on the staff of the Cooperative; and to exercise such other authority as shall be delegated by the Governing Board, all subject to its rules and regulations.

The Governing Board shall also appoint a Treasurer from the staff of the Cooperative. The Treasurer shall have the powers and be subject to the limitations which a treasurer of a local public school corporation has with respect to funds in the possession of the treasurer and shall be bonded in such amount as the Governing Board shall determine.

ARTICLE V OPERATIONS AND FINANCE

Section 5.01 Method of Operation. The following programs and services shall be supervised by the Cooperative:

1. Administrative and Supervisory Services;
2. Fiscal and Clerical Services;
3. Deputy Treasurer and Payroll Services;
4. Occupational Therapists;
5. Physical Therapists;
6. Preschool Coordinator and Program Services;
7. School Psychologists;
8. Behavior Coordinator;
9. Teacher(s) of the Visually Impaired;
10. Teacher(s) of the Hearing Impaired; and
11. Any other teaching positions as deemed

necessary by the Board.

Section 5.02. Cooperative Certificated Employees. Cooperative certificated employees who provide centralized services to all of the Participating School Corporations shall be employed by Paoli but shall be considered to be employees of the Cooperative. The certificated employees who provide centralized services through the Cooperative but who may be employed on Paoli contracts shall continue to be under the direct supervision of and shall report to the Director of Special Education of the Cooperative.

Section 5.03. Assistive Technology. The provision and maintenance of assistive technology devices used for Cooperative programs or services shall be the responsibility of the Cooperative. The provision and maintenance of assistive technology devices that are student-specific to students served by a Participating School Corporation will be the responsibility of the Participating School Corporation in which the student has legal settlement.

Section 5.04. Allocation of Costs. The cost of certificated staff services for the special education classes and services provided by an individual Participating School Corporation shall be the responsibility of the individual Participating School Corporation. In addition, support service costs including, but not limited to, substitute teachers, non-certified staff, supplies, equipment, equipment repair, travel, and conferences shall be the responsibility of the individual Participating School Corporation.

Section 5.05. Payment of Cooperative Certificated Employee Salaries. Paoli shall determine the costs associated with the centralized positions employed by Paoli and shall submit a written invoice to the Cooperative delineating total cost for each Cooperative employee employed by Paoli who provides centralized services. The Cooperative will submit the invoice received from Paoli to the proper state and federal authorities for reimbursement. The Cooperative will then calculate each Participating School Corporation's proportionate share of the cost of these centralized employees pursuant to a formula determined by the Governing Board, and bill each Participating School Corporation for its share of these costs. The Participating School Corporation shall remit payment for its proportionate share of the cost of these employees to the Cooperative on a monthly basis.

Section 5.06. Funding Cooperative Programs. The Cooperative will receive a prorated

share of the 611 and 619 Grants received by each of the Participating School Corporations and a prorated share of the Average Daily Membership ("ADM") Funds received by each of the Participating School Corporations to fund the centralized services provided by the Cooperative as described by Section 4.01 of this Agreement. The amount of funds received by each Participating School Corporation in each of these categories to be submitted to the Cooperative to fund the centralized services will be calculated as follows:

Each Participating School Corporation shall remit its proportionate share of funding pursuant to a formula established by the Governing Board. The first fifty percent (50%) of the amount of funds to be provided to the Cooperative shall be calculated by dividing the total 611, 619 and ADM funds received by each Participating School Corporation by the total district enrollment receiving centralized services from the Cooperative. The second fifty percent (50%) of the funding to be provided to the Cooperative for centralized services shall be calculated by dividing the total funds received pursuant to this subsection by the total number of special education students in the respective Participating School Corporations receiving centralized services.

Section 5.07. Maintenance of Cash Balances by Cooperative. 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.

1. Funding Shortfalls - In the event of a funding shortfall, 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 six (6) 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.
2. Excess Cash Balance - 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 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 the excess funds are distributed.

Section 5.08. Property of Cooperative. All property or any interest therein acquired by the Cooperative shall be its sole property and not the property of any Participating School Corporation. Neither the voluntary withdrawal nor the expulsion of any member shall entitle it to any claim, interest or ownership therein. Any Participating School Corporation may provide property or an interest therein, for the use of the Cooperative, retaining ownership thereof, or may contribute and transfer ownership of property to the Cooperative. In either case, the minutes of the Governing Board of the Cooperative shall set forth the ownership of the property and the terms and conditions, if any, of its use by the Cooperative.

Section 5.09. Collection of Charges and Obligations of Members. Any charge to a member or other person provided herein may be collected by the Cooperative by court action or by other appropriate means. The member Participating School Corporations shall include in their respective appropriations any charges to which they are obligated under this Agreement. Each member participating school corporation agrees to provide the information required by the Governing Board or the Executive Director and to observe the validly adopted rules of the Governing Board.

Section 5.10. Other Financial Provisions. Contracts for the purchase of property, construction of public works, and employment of personnel shall be made in accordance with applicable law by the body or official of the Cooperative given the power under this Agreement to make such contract. Sales of property shall be made in accordance with Indiana

law. The Governing Board may authorize any conveyance to be executed by the Executive Director. The Cooperative shall keep books of account and such other records necessary to reflect receipts and expenditures of the Cooperative. The books and records shall conform to the requirements of the Indiana State Board of Accounts and to the accounting methods required of local public school corporations. The Cooperative shall be an Equal Opportunity Employer.

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

Section 7.01. Ownership. Any facilities, classrooms, equipment or supplies provided to the Cooperative by a Participating School Corporation will remain the property of such Participating School Corporation. Any equipment or supplies purchased through Cooperative funds will be the property of the Cooperative. If the Cooperative is dissolved, according to the dissolution provisions of this Agreement, or if a majority of the Participating School Corporations withdraw, the remaining equipment or supplies will be distributed among the Participating School Corporations according to the percentage of the costs of the Cooperative 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 School Corporation or a minority of Participating School Corporations will not entitle such corporations to any share of existing Cooperative equipment or supplies.

Section 7.02. Inventory. 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 COMPREHENSIVE SERVICES AND PROGRAM COSTS

Section 8.01. Due Process Hearings and Litigation. 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, all hearing costs, including but not limited to hearing officer expenses, costs of defending the Cooperative Program, parent attorney fees, if awarded, and other related costs shall be paid from Participating School Corporation.

ARTICLE IX
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. A proposed amendment must be submitted to the Board of School Trustees of each of the Participating School Corporations at least sixty (60) days prior to final action on the proposed amendment.

ARTICLE X
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 Boards 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 two-thirds (2/3) affirmative 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. The Cooperative shall not be held liable for any obligation of the new member which predates its entry into the Cooperative, nor for

obligations arising from acts or omissions of the new member occurring prior to such entry.

ARTICLE XI
DURATION OF AGREEMENT, WITHDRAWAL AND 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.

Section 11.01. Duration of the Cooperative. The Cooperative shall extend for a period of four (4) years from July 1, 2017, and for successive periods of two-year terms thereafter unless sooner dissolved as provided in Section 11.03.

Section 11.02. Withdrawal of Participating School Corporation.

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 July 1 at least two school years prior to the school year in which the Participating School Corporation plans to withdraw. No withdrawal will be final until July 1 of the school year following the two-year notification period.
2. 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.
3. 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.

Section 11.03. Dissolution of the Cooperative. The Cooperative shall be dissolved in any of the following events: (1) upon the expiration of its original term or of an extended term, (2) upon a vote two-thirds (2/3) the Governing Board, (3) upon the mutual written consent of all, or of all but one, of the member public agencies, or (4) in the event, through withdrawal, the number of members in the Cooperative is reduced to one, and (5) with the approval of any public official or body required under applicable law.

Section 11.04. Liquidation and Distribution of Property. Upon dissolution of the Cooperative, its property shall be distributed in an equitable manner in accordance with the total amounts 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.

Section 11.05. Distribution of Cooperative Funds. Each Participating School Corporation shall be entitled to receive its proportionate share of any and all fund balances maintained by the Cooperative at the time of dissolution. Each Participating School Corporation's proportionate share of the Cooperative's fund balances shall be determined based on each Participating School Corporation's Prior Year December 1 APC count. Each 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 Each Participating School Corporation's Prior Year December 1 APC Count into the Total Prior Year December 1 APC Count.

ARTICLE XII 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 XIII
GENERAL PROVISIONS

Section 13.01. Principal Office. The principal office of the Cooperative shall be determined by the Governing Board.

Section 13.02. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are declared to be severable.

Section 13.03. Construction of Statutes and Rules. Where any statute or rule is referred to in this Agreement, it shall include such statute or rule as it is from time to time amended, supplemented, recodified, or replaced.

Section 13.04. Effective Date. The Cooperative shall come into existence upon the last to occur of the following:

1. July 1, 2017.
2. The adoption of a resolution by the governing body of each Participating School Corporation approving this Agreement and authorizing its execution on its behalf by each member school corporation.
3. The approval of this Agreement by the Indiana State Board of Education and the Indiana Attorney General.
4. The recording of this Agreement in the office of the Recorders of Orange county, Indiana, Crawford County, Indiana, and Washington County, Indiana, and with the State Board of Accounts.
5. The execution of this Agreement by each of the members.

Section 13.05. Effect of this Agreement on Members' Obligations. Neither this Agreement, nor any program or service performed or furnished thereunder, shall relieve any Participating School Corporation of any obligation or responsibility imposed upon it by law

except to the extent that such performance constitutes a satisfaction of such obligation or responsibility. The members are entering into this Agreement to create methods by which these obligations and responsibilities may be satisfied.

Section 13.06. Successors. The rights and obligations of this Agreement shall run for the benefit of and shall be binding upon the successors in interest of the parties hereto.

ARTICLE XIII
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.

THIS AGREEMENT approved by a majority vote of the Governing Board of the South Central Area Special Education Cooperative on the 24th day of July, 2017.

SOUTH CENTRAL AREA SPECIAL EDUCATION COOPERATIVE

By: P. Lynn Beed Date: 07/24/2017

THIS AGREEMENT approved by a majority vote of the governing body of Crawford County Community School Corporation on the 18 day of July, 2017.

CRAWFORD COUNTY COMMUNITY SCHOOL CORPORATION

By: Barrie E. Shoup Date: 7-18-17

THIS AGREEMENT approved by a majority vote of the governing body of East Washington School Corporation on the 24 day of October, 2017.

EAST WASHINGTON SCHOOL CORPORATION

By: Alexander Nash

Date: 10-24-17

THIS AGREEMENT approved by a majority vote of the governing body of Paoli Community School Corporation on the 11th day of September, 2017.

PAOLI COMMUNITY SCHOOL CORPORATION

By: Lila Tucker

Date: 9/11/17

THIS AGREEMENT approved by a majority vote of the governing body of Salem Community Schools on the _____ day of _____, 2017.

SALEM COMMUNITY SCHOOLS

By: Mark E. Le

Date: 9-11-17

THIS AGREEMENT approved by a majority vote of the governing body of Springs Valley Community School Corporation on the 11th day of September, 2017.

SPRINGS VALLEY COMMUNITY SCHOOL CORPORATION

By: [Signature]

Date: 9/11/17

THIS AGREEMENT approved by a majority vote of the governing body of West Washington School Corporation on the 21st day of Aug., 2017.

WEST WASHINGTON SCHOOL CORPORATION

By: Brian Fanning

Date: 8-21-17