

**NORTHWEST INDIANA EDUCATION SERVICE
CENTER INTERLOCAL AGREEMENT**

This Interlocal Agreement (“Agreement”) is entered into this ___ day of ____, 2014, by and between the Indiana public school corporations listed in “Exhibit A”, which is attached hereto and incorporated herein by reference (hereinafter referred to as the “Participating Members”) for the purpose of performing educational planning on a cooperative basis and to provide innovative professional staff development, competitive cooperative purchasing, technology supports and media services to all Participating Members. The mailing addresses of the Participating Members are provided in Exhibit A. The Participating Members agree to form a separate legal entity and body politic, by the name of Northwest Indiana Education Service Center (hereinafter referred to as the “Interlocal” or “NWIESC”) under the provisions of the Interlocal Cooperation Act, I.C. 36-1-7-1 *et seq.*, in accordance with the following provisions:

ARTICLE I

Authority for Agreement

A. Applicable Law

The Participating Members enter into this Agreement based upon the following authority:

1. I.C. 20-20-1-1 *et seq.*, Educational Service Center, and any amendment thereto.
2. I.C. 36-1-7 *et seq.*, Interlocal Cooperation Act, and any amendment thereto.
3. 511 IAC 4-4, *Educational Service Centers*, and any amendment thereto.
4. Any and all other applicable federal laws and laws of the State of Indiana and any and all other applicable federal rules and regulations and or rules and regulations of the State of Indiana.

ARTICLE II

Purposes and Powers

Section 2.01. Purposes. The purposes of the Interlocal are as follows:

1. To purchase, construct, lease, improve, manage, sell, dispose of and otherwise deal in property, including real, personal or mixed property, of every kind and character whatsoever.

2. To finance the purchase, improvement, development and construction of land and buildings belonging to or to be acquired by this Interlocal.

3. To develop, operate, participate in and/or supervise selected educational programs and services as determined by the members.

4. To provide any such program or services to any Indiana public agency, other than a Participating Member, should the Interlocal desire to provide such program and services to other Indiana public agencies and at a price determined by the Interlocal.

5. To allow participating school corporations to cooperate and share certain programs and services which they collectively may implement. Such programs and services may include, but are not limited to, curriculum development, pupil personnel services, in-service education, instructional materials and multi-media services, purchasing and financial management, needs assessment, computer utilization, and research and development.

Section 2.02. Powers. In carrying out such purposes, the Interlocal shall have the following powers:

1. To acquire, by gift, grant, purchase, construct, lease, improve, manage, sell, dispose of and otherwise deal in property, including real, personal or mixed property, of every kind and character whatsoever.

2. To employ instructional, supervisory and other personnel and to contract for other services.

3. To budget, account for, collect and disburse funds.

4. To apply for, accept, utilize, disburse and expend loans, grants and aid from the state or federal governments.

5. 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 Interlocal, including, but not limited to, billing for services rendered in accordance with the criteria established by the Interlocal's Executive Board.

6. To apply for such state, federal, and private grants as are approved by the Interlocal's Executive Board.

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 to any such unit, and to make periodic operational reports to the members or public agencies and such other reports as may be appropriate.

8. To enter into agreements and contracts with the members or public agencies and to acquire or purchase property, facilities or services therefrom.

9. Finance the purchase, improvement, development and construction of land and buildings belonging to or to be acquired by this Interlocal.

10. To act in the capacities possessed by natural persons and to do everything necessary, advisable or convenient for the accomplishment of any of the purposes set forth above, or which shall at any time appear conducive for the protection or benefit of the Interlocal, and to do all other things incidental to the exercise of these powers.

11. Without limiting any of the foregoing powers, the power to have, exercise and enjoy in furtherance of the purposes set forth above, all of the general rights, privileges and powers granted to Interlocals by the Interlocal Cooperation Act, as now exists or as amended.

ARTICLE III

Distribution of Powers: Organization, Composition and Nature of the Interlocal

Section 3.01. Governing Board. The operation of the Interlocal shall be managed by a Governing Board composed of Superintendents or his or her designee of the Participating Members.

Section 3.02. Powers of the Governing Board. The authority of the Governing Board shall include, but shall not be limited to, the following:

1. To select from its membership those persons who shall constitute the Interlocal's

Executive Board.

2. To review, and, as necessary, to amend the terms of this Agreement.
3. To review the evaluation procedures and results to assure that the objectives of the Interlocal are being met in an efficient and economical manner.
4. To consider and approve the Interlocal's budget and programs.
5. To approve any changes in the operational procedures for the following year.
6. To define the services to be provided to Participating Members who are considered full members of the Interlocal, and the yearly assessments for the Participating Members.
7. To define the services, if any, to be provided to non-public schools and charter schools ("Non-Member Schools"), and the fees to be assessed to those Non-Member Schools requesting services.

Section 3.03. Approval for Payment. Upon approval of this Agreement by each of the board of school trustees of the Participating Members, each Participating Member has granted approval for payment of its proportionate share of the services of the Interlocal ("Participation Fee"). Each Participating Member's Participation Fee shall be set by the Governing Board as set forth in Section 4.03 below.

Section 3.04. Meetings of the Governing Board. Regular meetings and/or special meetings of the Governing Board shall be scheduled by the Executive Board. Pursuant to 511 IAC 4-4-5(a), the Governing Board shall meet at least twice a year.

1. Notice of each regular meeting and each special meeting of the Governing Board shall be given in writing a minimum of ten (10) days prior to the meeting date.
2. Special meetings may be called by not less than twenty percent (20%) of the total Governing Board. A petition (or compilation of fax signatures) stating the place, date, time and purpose of the special meeting must be submitted to the Executive Board Chairperson bearing the signatures of twenty percent (20%) of the Governing Board.

3. At all meetings of the Governing Board, a quorum shall consist of the majority of the members of the Governing Board. Passage of any motion, ordinance or resolution must be by a vote of the majority of the total members of the Governing Board who are then present and voting.

Section 3.05. Executive Board. The Governing Board shall select seven (7) of its members who shall constitute the Interlocal's Executive Board.

Section 3.06. Duties, Responsibilities and Powers of the Executive Board. The authority of the Executive Board shall include, but shall not be limited to, the following:

1. To employ and evaluate an Executive Director who is appropriately certified and make recommendations to the Governing Board as to the Executive Director's salary.
2. To employ such other certified and non-certified personnel as it deems necessary to carry out the function of the Interlocal.
3. To make recommendations to the Governing Board regarding the salaries, wages, fringe benefits, and other conditions of employment of the other certified and non-certified personnel.
4. To establish policies and procedures for the evaluations of all certified staff as set forth in I.C. 20-28-11.5-1 *et seq.*
5. To establish policies, programs, procedures and controls with respect to the administration and general operation of the Interlocal, and any program or service operated by or under the supervision of the Interlocal.
6. To approve the acquisition of real and personal property (including facilities), supplies, and the hiring of personnel and other services, as it deems necessary to carry out the function of the Interlocal.
7. To determine the annual membership fee and any new member "impact fee", and to establish criteria to assess each Participating Member for the services rendered by the Interlocal.
8. To consider the budget and the services and program recommendations of the Executive Director and submit its findings and recommendations to the Governing Board by May 15.
9. To determine the amount of charges for any program or service not included within the standard full membership services provided to Participating Members

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

10. To invest any funds for the Interlocal not needed for immediate cash flow in securities authorized for investment by political subdivisions or municipal corporations under applicable law.
11. To review periodically, at least quarterly, the process and development of existing services and programs.
12. To submit an annual evaluation report to the Governing Board, the Advisory Council, and the State Board of Education by October 1, of the year following the school year the program and services were provided.
13. To make appointments to fill any vacancies on the Executive Board that may arise.
14. To take any other action necessary or desirable to carry out the work of the Interlocal.
15. To delegate, by resolution or rule, authority to take action on behalf of the Interlocal to its Executive Director, including, but not limited to, the hiring or firing of personnel or other persons and the awarding of contracts after complying with all bidding requirements.
16. To appoint any standing or special committee to facilitate the management of the Interlocal.
17. Any specific power enumerated in IC 20-26-5-4, with the exception of the power to levy taxes and of the power to borrow against tax collections.
18. Any "home rule" power authorized under IC 20-26-3, *et. seq.*

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 3.07. Operation of the Executive Board. The Executive Board shall organize each year in July. The Executive Board shall have three (3) officers:

1. Chairperson. He/ she shall conduct all meetings, appoint all necessary committees, and take such other actions as are necessary to insure the transaction of all business of the Interlocal.
2. Vice Chairperson. The Vice Chairperson shall assume the duties of the

Chairperson in the absence of the Chairperson.

3. Secretary. The Secretary shall keep records of meeting as directed by the Chairperson. The Secretary shall assume the duties of the Chairperson in the absence of the Chairperson and the Vice Chairperson.
4. Each of the officers of the Executive Board shall be elected for a one (1) year term at the June Executive Board meeting.
5. The Executive Director of the Interlocal shall serve as a non-voting member of the Executive Board.

Section 3.08. Executive Board Nominating Committee. A Nominating Committee shall be appointed by the Executive Board Chairperson. Nominations for membership on the Executive Board to fill expired terms shall be presented by the Nominating Committee at the Governing Board meeting held on or before May 31 each year. Additional nominations may be made by the membership at the Governing Board meeting. The Governing Board shall select the from the Participating Members those that will serve on the Executive Board.

Section 3.09. Executive Board Term of Office. A selected Executive Board member shall serve a two (2) year term and shall serve no more than two (2) consecutive terms. An Executive Board member may be removed with or without cause by the vote of two-thirds (2/3) of the full membership of the Governing Board taken at either a regular or special meeting thereof. When a vacancy of the Executive Board occurs by reason of the death of a member, the resignation of a member, the removal of a member, or a Board member leaving his place of employment or changing his station of employment for that which qualified him to be a member of the Board, the Executive Board, by a majority vote of its remaining members, shall make an appointment to fill such vacancy for its unexpired term. Members of the Executive Board shall serve without compensation.

Section 3.10. Meetings of the Executive Board Notice of all regular meetings of the Executive Board shall be given by the Executive Director in writing to each Governing Board member no less than four (4) days before such meeting. Special meetings may be held as necessary and shall be called by the Chairperson or by any five (5) members of the Executive

Board. Notice of such special meetings shall be given at least forty-eight (48) hours before the time of the meeting. Written notices may be given by delivering such notices in person, by Interlocal courier, by facsimile, email, or by ordinary United States mail to the member's office. Notice of meetings may be given to individual Executive Board members by the Executive Director, or by any other agent or employee of the Interlocal. A majority of the Executive Board shall constitute a quorum for doing business. Except as otherwise provided in this Agreement or by resolution of the Executive Board, each action of the Executive Board shall require a majority of any quorum present, except that no contract shall be valid unless it receives an affirmative vote of a majority of the entire Executive Board.

Section 3.11. Officers of the Interlocal.

1. Executive Director. The Executive Board shall employ and appoint an Executive Director who shall be full or part-time and shall be chief administrative officer of the Interlocal. The Director is the chief executive officer with the authority to manage and direct the affairs of the Interlocal under the statutory provisions of the State and the policies and regulations established by the Governing Board. It is the duty of the Executive Director to administer the policies of the Governing Board and to provide leadership for the Interlocal. The Director is the professional consultant to the Governing and Executive Boards and submits recommendations regarding the operation of the Interlocal to the Executive Board for consideration. The Director coordinates the functions of the Interlocal and its personnel, makes decisions regarding functions and actions of the Interlocal, appraises the progress of the Interlocal and the work of its personnel, serves as an innovator and resource person for the improvement of the program and sets an image for the Interlocal as an education leader. The delegation of responsibility and authority for the operation of the Interlocal is one of the Executive Director's prime duties. The direct responsibility to the Executive Board for all functions of the Interlocal rests with the Executive Director. Under the direction of the Executive Board, the

Executive Director shall be responsible for carrying out all policies, programs, and activities developed, formulated and approved by it. The Executive Director, in the interim of between Executive Board meetings, shall have the ability to make hiring, promotion or decisions regarding the removal of employees or persons on the staff of the Interlocal, which shall not be the final decision of the Interlocal until said hiring, promotion or decisions regarding the removal are ratified by the Executive Board. The Executive Director shall also be able to exercise such other authority as shall be delegated by the Executive Board, all subject to its rules and regulations.

2. Treasurer. The Executive Board shall also appoint a Treasurer, other than the Executive Director, from the staff of the Interlocal. 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 Executive Board shall determine.

Section 3.12. Advisory Council. The Executive Board shall appoint members to serve on the Advisory Council, which shall consist of five (5) members composed of one teacher, one elementary school principal, one secondary principal, one school board member, and one parent of a student. The Advisory Council may organize and meet with the Executive Board to provide input on matters relating to planning, operation, and evaluation of the Interlocal. The Executive Board may expand the number of members on the Advisory Council as stipulated by 511 IAC 4-4 of the Administrative Rules of the State of Indiana.

ARTICLE IV

Operations, Finance, Employment and Supply

Section 4.01. Method of Operation. The programs and services, if any, supervised by the Interlocal shall be provided in one of three different methods: by the Interlocal for all Participating Members, by the Interlocal through contract with a limited number of Participating

Members, or by a Participating Member under an agreement between such Participating Member and other Participating Members. Any other method not mentioned in this section must be approved by a simple majority of the entire Governing Board.

Section 4.02. Budgets for Programs and Services. The Governing Board shall adopt an annual budget for the Interlocal, and the Interlocal may also adopt a budget for each program or service, if any, operated by the Interlocal. Any budget shall be based on a fiscal year. Such programs or activities need not serve all the members of the Interlocal. The income to support the budget shall include grants and/or charges to the Participating Members, which shall be on a uniform basis to each member for similar services, and any other income which may be collected by the Interlocal. The budget for any program or service shall be approved by the Governing Board. The Executive Board shall specify the time or times of payment of the charges and the amount of charges in connection with providing programs or services as set forth by the terms of this Agreement and as allowed by statute and approved by the State Board of Accounts.

Section 4.03. Financing. In addition to the monies appropriated by the Indiana General Assembly to the Interlocal, each participating school corporation shall pay its Participation Fee as determined by the Interlocal's annual budget. Each Participating Member shall be notified of the amount of its Participation Fee it shall pay to the Interlocal after said amount is set through the approval of the budget.

Section 4.04. Litigation Costs. The governing body of every participating school corporation agrees to pay its share of the costs of defense and judgment which are in excess of any insurance coverage in any threatened or actual lawsuit or administrative proceeding brought against the program or the Interlocal.

Section 4.05. Property of the Interlocal. The Interlocal is empowered to acquire, hold, convey and lease, in its own name, real and personal property necessary to the Interlocal's establishment and operation. Real and personal property may be acquired by the Interlocal when deemed necessary by the Governing Board for the purpose of carrying out this Agreement. Any such real or personal property shall be held by the Governing Board in trust pursuant to the

provisions of this Agreement, for the term of this Agreement, for the use of the Interlocal and of the Participating Members for the programs of education of students as contemplated by this Agreement until such property is disposed of or until the Interlocal is dissolved in accordance with this Agreement. Any real and personal properties and assets, including facilities, classrooms, equipment or supplies purchased or provided by the Interlocal and used by the Interlocal or a Participating Member shall remain the property of the Interlocal. Once this Agreement become effective, all funds and property of the Northwest Indiana Education Service Center shall be transferred to and become the property and assets of the newly created Interlocal. Upon approval of this Agreement, the Interlocal also adopts the NWIESC approved logo, mission and vision statements as set forth in Exhibit B, attached hereto and incorporated herein by reference. All real and personal property acquired by the Interlocal may not be disposed without the majority approval of the Governing Board. If any real or personal property owned by the Interlocal is disposed of while the Interlocal is still in force and effect under the terms of this Agreement, the proceeds from the sale of such real and personal property shall be used and other assets and funds of the Interlocal for the purposes defined in this Agreement and under law. In the event any real or personal property is being disposed of and not being sold or liquidated, then the fair market value of all property shall be fixed by appraisal and distributed in accordance with this Agreement and provided by law. Withdrawal of any member shall not entitle it to any claim, interest or ownership therein except as specifically provided within this Agreement. Any Participating Member may provide property or an interest therein, for the use of the Interlocal, retaining ownership thereof, or may contribute and transfer ownership of the property to the Interlocal. In any situation which changes the a Participating Member's interest in property, the minutes of the Interlocal shall set forth the ownership of the property and the terms and conditions, if any, of its use by the Interlocal.

Section 4.06. Damage to Center Property. Each Participating Member will insure or otherwise be financially responsible for any and all Interlocal media and equipment while in its possession. Should any Interlocal media equipment be lost, stolen, or damaged beyond repair

while in the custody of the Participating Member, payment will be made to the Interlocal to cover the cost of replacement. Should any Interlocal media or equipment be damaged while in the custody of a Participating Member, payment will be made to the Interlocal to cover the cost of repairs. The extent of damage and liability for such damage shall be determined by the Executive Director.

Section 4.07. Payment of Participation Fee. The Participation Fee for each fiscal year shall be payable in one or two payments. Each Participating Member shall be billed by July 1, with full or half payment due by October 1. Participation Fees overdue for 90 days shall be deemed delinquent and the Interlocal shall send written notice to the Participating Member that information the member it is delinquent and failure to pay in thirty (30) days will result in suspension of services. If a member fails to pay its Participation Fee within thirty (30) days after receipt of the delinquent notice, services to that Participating Member may be withheld until fees are paid to a current status, and such fees may be collected through any means allowable by law.

Section 4.08. Collection of Charges and Obligations of Members. The parties to this Agreement shall include in their respective appropriations any charges to which they are obligated under this Agreement, and the parties agree to provide the information required by the Executive Board or the Executive Director(s) and to observe the validly adopted rules of the Executive Board and/or the Governing Board.

Any charge to a member or other person may be collected by the Interlocal. Any fee or charge that remains outstanding after received notice of said outstanding amount may be collected by the Interlocal through court action or other legal remedies. Should the Interlocal have to undertake collection efforts to collect any outstanding amount, the delinquent Participating Member or other person shall be responsible for the payment of all costs associated with collecting any outstanding amount owed, including but not limited to, court costs and attorney's fees.

Section 4.09. Other Financial Provisions. Contracts for the purchase of property, supplies, construction of public works and employment of personnel shall be made in accordance

with applicable law by the board or official of the Interlocal given the power under this Agreement to make such contract. Sales of property shall be made in accordance with applicable Indiana law and the terms of this Agreement. The Governing Board may authorize any conveyance to be executed by the Executor Director. The Interlocal shall keep books of account and such other records necessary to reflect receipts and expenditures of the Interlocal. 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. Being a public entity, the books and financial records of the Interlocal shall be subject to the regular audit of the Indiana State Board of Accounts.

ARTICLE V

New Members, Partial and Complete Termination of the Interlocal

Section 5.01. New Members. Any school corporation or public agency may be added to the Interlocal with the approval of two-thirds (2/3) of the members of the Governing Board. Admission of a new member, however, shall be further conditioned: (1) on its having adjusted its appropriations for any period for which it is a member, or with respect to which it participates in programs or services of the Interlocal, so that it has sufficient funds to pay, when due, all fees and charges imposed on members under this Agreement; (2) on its agreement to remain a member of the Interlocal for a period of at least five (5) years from the time of admission; and (3) on the approval of any public official or body required under applicable law.

The Interlocal shall not be held liable for any obligation of the new member which predates its entry into the Interlocal, nor for obligations arising from acts or omissions of the new member occurring prior to such entry.

Section 5.02. Application for Membership. Membership to the Interlocal shall be open to public school corporations as outlined in Rule 4, State Board of Education. A public school corporation requesting membership or a non-public educational unit requesting services must

complete and submit a formal application on the form provided by the Interlocal on or before February 1 to be considered for membership effective July 1 of the same year or January 1 of the following year. The membership and services effective date shall be determined by the Executive Board upon the Interlocal's ability to serve all the member schools in the Interlocal's service area. Services by the Interlocal shall be available to non-public educational units as outlined in 511 IAC 4-4-1, *et seq.*, and the following requirements: (1) a non-public educational unit must be accredited by any means provided by Indiana law; and (2) service fees for a non-public educational unit shall be based upon enrollment figures using the same method of computation as outlined in accordance with the financing provisions set forth in Article V, with a minimum Participation Fee of \$500.00 per non-public educational unit.

Section 5.03. Withdrawal of a Participating Member. Any member who does not wish to continue as a member of the Interlocal during the succeeding year shall submit written notice of such intent to the Executive Board with delivery of said notice to the Executive Board Chairperson, or, in his absence, to the highest ranking officer before July 1 of the fiscal year prior to which it wishes to terminate. A withdrawing member shall be liable for its pro rata share of the Interlocal's budget, as approved pursuant to this Agreement, for the fiscal year in which such termination of participation occurs. It is understood that until such time as a member withdraws, its monetary obligation shall continue through the end of the fiscal year in which such termination is effective and shall be enforceable by action of the Executive Board or its designee. Any new member added pursuant to Section 5.01 has the same right to withdraw after the initial five (5) year membership period.

Section 5.04. Duration of the Interlocal. The period during which the Interlocal shall continue is perpetual unless dissolved as provided in Section 5.05.

Section 5.05. Dissolution of the Interlocal. The Interlocal shall be dissolved in any of the following events: (1) upon unanimous vote of the Governing Board; (2) upon the mutual written consent of all, or of all but one, of the parties to this Agreement; (3) in the event, through withdrawal, the number of members in the Interlocal is reduced to one; or (4) its existence

becomes contrary to law. No such dissolution shall be effective unless any bond, contract, or lease obligation that has been authorized hereunder or by any amendment hereto has been satisfied or provision for payment has been made.

Section 5.06. Distribution of Property. Upon dissolution of the Interlocal, its property shall be distributed in an equitable manner based on a pro rata share of those member school corporations' Participation Fee at the time of dissolution, but first taking into consideration the issue of existing indebtedness. 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 20-26-5 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 VI

General Provisions

Section 6.01. Principal Office. The principal office of the Interlocal shall be located in one of the counties in which a Participating Member is located.

Section 6.02. Fiscal Year. The fiscal year of the Interlocal shall be July 1 through June 30 of each year until such time is changed by resolution of the Governing Board of the Interlocal.

Section 6.03. Prior Agreements. This Agreement supersedes all prior agreements, including the 1985 agreement entitled "An Agreement to Establish and Maintain the Northwest Indiana Educational Service Center" and its subsequent amendments, between the Participating Members and this Agreement shall be in full force and effect on _____, 201__.

Section 6.04. Amendment. Amendments, except those regarding the duration of the Agreement, may be made to the Agreement provided the proposed amendment is distributed to all members of the Governing Board at least thirty (30) days prior to the Governing Board taking action on the proposed amendment. The proposed amendment must be approved by a two-thirds majority of the Governing Board, by resolution approved and duly entered in the minute book of each of the member school corporations, and a copy of the amended document must be provided to each of the member school corporations within thirty (30) days of the amendment being approved.

Section 6.05. 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 6.06. 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 6.07. Effective Date. The Interlocal shall come into existence upon the following:

1. The adoption of a resolution by the governing body of each member approving this Agreement and authorizing its execution on its behalf by the parties to this Agreement, and the approval of all required state public agencies.
2. The execution of this Agreement by each of the members.
3. The recording of this Agreement in the Office of the Recorder of Lake County, Porter County, Newton County and Jasper County, Indiana, and with the State Board of Accounts.

Section 6.08. Effect of this Agreement on Members' Obligations. Neither this Agreement, nor any program or service performed or furnished thereunder, if any, shall relieve any of the parties to this Agreement 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.

Section 6.09. Successors. The rights and obligations of this Agreement shall run for the benefit of and shall be binding upon the assigns and successors in interest of the parties.

Section 6.10. Execution of Agreement. This Agreement is executed for and on behalf of the governing body of each of the participating school corporations by its respective Superintendent. The Superintendent certifies that his/her governing body has, by resolution, agreed to the terms of this Agreement, has duly entered that action in the minute book of the school corporation, and has authorized execution of this agreement.

Crown Point Community School Corporation

By: _____ Title: _____
_____ Date: _____
Printed Name

Duneland School Corporation

By: _____ Title: _____
_____ Date: _____
Printed Name

East Porter County Schools

By: _____ Title: _____
_____ Date: _____
Printed Name

Gary Community School Corporation

By: _____ Title: _____

_____ Date: _____
Printed Name

Hanover Community School Corporation

By: _____ Title: _____

_____ Date: _____
Printed Name

Kankakee Valley School Corp.

By: _____ Title: _____

_____ Date: _____
Printed Name

Lake Ridge School Corporation

By: _____ Title: _____

_____ Date: _____
Printed Name

Lake Station Community Schools

By: _____ Title: _____

_____ Date: _____
Printed Name

M.S.D. of Boone Township

By: _____ Title: _____

_____ Date: _____
Printed Name

North Newton School Corporation

By: _____ Title: _____

_____ Date: _____
Printed Name

Porter Township School Corporation

By: _____ Title: _____

_____ Date: _____
Printed Name

River Forest Community School Corporation

By: _____ Title: _____

_____ Date: _____
Printed Name

School City of East Chicago

By: _____ Title: _____

_____ Date: _____
Printed Name

School City of Hammond

By: _____ Title: _____

_____ Date: _____
Printed Name

School City of Hobart

By: _____ Title: _____

_____ Date: _____
Printed Name

School City of Whiting

By: _____ Title: _____

_____ Date: _____
Printed Name

School Town of Highland

By: _____ Title: _____

_____ Date: _____
Printed Name

Tri-Creek School Corporation

By: _____ Title: _____

_____ Date: _____
Printed Name

Union Township School Corporation

By: _____ Title: _____

Printed Name Date: _____

EXHIBIT A

NORTHWEST INDIANA EDUCATION CENTER SERVICE (NWIESC) **INTERLOCAL AGREEMENT**

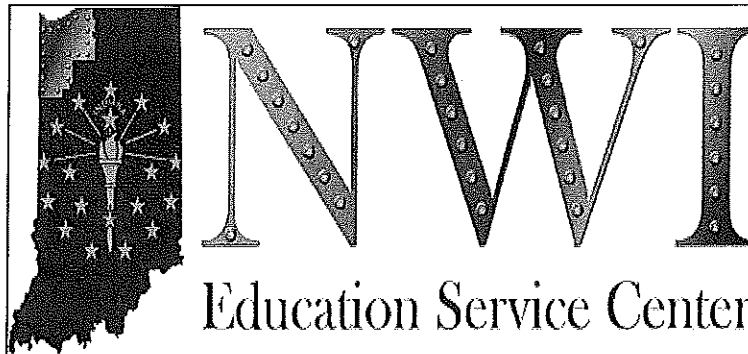
PARTICIPATING MEMBERS

1. Crown Point Community School Corporation, 200 E. North Street, Crown Point, Indiana 46307
2. Duneland School Corporation, 601 West Morgan Avenue, Chesterton, Indiana 46304
3. East Porter County Schools, 502 East College Avenue, Kouts, Indiana 46347
4. Gary Community School Corporation, 620 East 10th Place, Gary Indiana 46402
5. Hanover Community School Corporation, P.O. Box 645, Cedar Lake, Indiana 46303
6. Kankakee Valley School Corp., 12021 N 550 W, P.O. Box 278, Wheatfield, IN 46392
7. Lake Ridge School Corporation, 6111 West Ridge Road, Gary, Indiana 46408
8. Lake Station Community Schools, 2500 Pike Street, Lake Station, Indiana 46405
9. M.S.D. of Boone Township - Hebron, 307 South Main Street, Hebron, Indiana 46341
10. North Newton School Corporation, 310 S. Lincoln Street, Morocco, Indiana 47963-2396
11. Porter Township School Corporation, 248 South 500 W., Valparaiso, Indiana 46385
12. River Forest Community School Corporation, 3250 Michigan Street, Hobart, Indiana 46342-1061
13. School City of East Chicago, 210 E. Columbus Drive, East Chicago, Indiana 46312
14. School City of Hammond, 41 Williams Street, Hammond, Indiana 46320
15. School City of Hobart, 32 East 7th Street, Hobart, Indiana 46342
16. School City of Whiting, 1500 Center Street, Whiting, Indiana 46394-1751
17. School Town of Highland, 9145 Kennedy Avenue, Highland, Indiana 46322
18. Tri-Creek School Corporation, 195 West Oakley, Lowell, Indiana 46356-2150
19. Union Township School Corporation, 599 W. 300 N. Suite A, Valparaiso, Indiana 46385

EXHIBIT B

Approve Northwest Indiana Education Service Center (NWIESC) Interlocal
– Logo, Vision, and Mission statements.

LOGO:



VISION STATEMENT

NWIESC promotes improved student educational experiences by providing innovative professional staff development, competitive cooperative purchasing, technology support, and media services.

MISSION STATEMENT

The Northwest Indiana Education Service Center (NWIESC) strives to be an innovative educational leader in advancing cooperative activities across Northwest Indiana. In order to advance students' success and achievement, the NWIESC fosters an in-depth collaboration between and among its member and non-member school corporations coupled with cost-effective resources.