COOPERATIVE AGREEMENT
FOR THE
REGION 8 (NORTHEAST INDIANA)
EDUCATION SERVICE CENTER INTERLOCAL

The undersigned Indiana public school corporations agree to form a separate legal entity under the provisions of the Interlocal Cooperation Act, I.C. 36-1-7-1 *et seq*., in accordance with the following provisions:

ARTICLE I

Names and Parties to the Agreement

Section 1.01: Name. The name of the entity is Region 8 (Northeast Indiana) Education Service Center Interlocal ("the Interlocal").

Section 1.02. Parties. The Indiana public school corporations entering into this Agreement are identified in Appendix "A", which is attached hereto and incorporated herein by reference. These school corporations may withdraw and other school corporations or public agencies may be added as parties to this Agreement and as members of the Interlocal, in accordance with the terms of this Agreement. The terms "public agencies", "school corporation" or "school corporations", and "member" or "members" as used in this Agreement shall refer to the public agencies and the school corporations that are, from time to time, parties to this Agreement.

ARTICLE II

Authority for Agreement

The following statutes provide authority for this Agreement:

1. I.C. 20-1-11.3 *et seq*. (Acts 1976, P.L. 94)
   This chapter authorizes the establishment of education service centers.

2. I.C. 36-1-7 *et seq*. (Acts 1980, P.L. 211, Sec. 1, as amended by P.L. 5-1993, Sec. 336)
   This act authorizes two or more local school corporations to form a separate legal entity to engage in joint programs and/or for the joint employment of personnel.

3. 511 IAC 4-4, *Administrative Rules of the Indiana State Board of Education.*
   This regulation governs education service centers.

ARTICLE III

Purposes and Powers

Section 3.01. 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 public agency, other than a member, or to any other person, to the extent any of the members could provide such programs or services, individually, at a cost thereof as 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 3.02. Powers. In carrying out such purposes, the Interlocal 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 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 and federal 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. 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.

10. 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 IV
Distribution of Powers: Organization, Composition and Nature of the Interlocal

Section 4.01. Governing Board. The operation of the Interlocal shall be managed by a Governing Board composed of Superintendents or Assistant Superintendents (or their equivalent) of the members to this Agreement.

Section 4.02. 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.

Section 4.03. Approval for Payment. Upon approval of this Agreement by each of the board of school trustees, each member has granted approval for payment of its proportionate share of the services of the Interlocal.

Section 4.04. Meetings of the Governing Board. Regular meetings and/or special meetings of the Governing Board shall be scheduled by the Executive Board.

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 Superintendents comprising 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 4.05. Executive Board. The Governing Board shall select eleven (11) of its members who shall constitute the Interlocal's Executive Board.

Section 4.06. 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 an Executive Director who is appropriately certified and set his/her salary.

2. To employ such other certified and non-certified personnel and establish salaries, fringe benefits, and other conditions of employment as it deems necessary to carry out the function of the Interlocal.

3. 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.

4. 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.

5. To determine the annual membership fee and any new member "impact fee".

6. 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.

7. To establish criteria to bill each participating school corporation for the services rendered by the Center

8. To 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 to adjust such charges from time to time.

9. 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.

10. To review periodically, at least quarterly, the process and development of existing services and programs.

11. 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.

12. To make appointments to fill any vacancies on the Executive Board that may arise.

13. To take any other action necessary or desirable to carry out the work of the Interlocal.

14. 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.

15. To appoint any standing or special committee to facilitate the management of the Cooperative.

16. Any specific power enumerated in IC 20-5-2-2 with the exception of the power to levy taxes and of the power to borrow against tax collections.

17. Any "home rule" power authorized under IC 20-5-1.5.

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 4.07. Operation of the Executive Board. The Board of Directors shall organize each year in June . The Executive Board shall have three (3) officers:

1. Chairperson. The Chairperson shall have the usual powers of a 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 4.08. 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 15 each year. Additional nominations may be made by the membership at the Governing Board meeting. Each member of the Governing Board may cast one (1) vote for each vacant position.

Section 4.09. Executive Board Term of Office. An elected Executive Board member 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 4.10. 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 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 six (6) 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, 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 4.11. 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 board, the Executive Director shall be responsible for carrying out all policies, programs, and activities developed, formulated and approved by it. The Executive Director, by direction of the Executive Board, shall have the authority to hire, promote or

remove employees or persons on the staff of the Interlocal and 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 4.12. 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 principal, one school board member, one parent, and one student. The Advisory Council may organize and meet with the Executive Director 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 V

Operations, Finance, Employment and Supply

Section 5.01. 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 members, by the Interlocal through contract with a limited number of participating members, or by a member under an agreement between the 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 5.02. Budgets for Programs and Services. The Interlocal shall adopt a budget for each program or service, if any, operated by the Interlocal which, in the case of an ongoing activity, shall be based on a fiscal or calendar 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. 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 5.03. Financing. In addition to the monies appropriated by the Indiana General Assembly to the Interlocal, each participating school corporation shall pay a stipulated sum per student, based upon the previous year's K-12 ADM (with kindergarten pupils counted according to the current rules of the Division of Finance of the Indiana Department of Education) as reported each fall for tuition support calculation purposes as defined in I.C. 21-3-1.6-1 et seq. Such stipulated sum shall be determined pursuant to the provisions of Article II.

Section 5.04. 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 5.05. Property of the Interlocal. All of the funds and property of the Region 8 Education Service Center shall be transferred to and become the property and assets of the newly created Interlocal.

All other property or any interest hereafter acquired by the Interlocal shall be its sole property and not the property of any member. Neither the voluntary withdrawal nor the expulsion of any member shall entitle it to any claim, interest or ownership therein. Any member agency may provide property or an interest in property for the use of the Interlocal while retaining ownership of the property or may contribute and transfer ownership of property to the Interlocal. In either case, the minutes of the Governing Board shall set forth the ownership of the property and the terms and conditions, if any, of its use by the Interlocal.

Section 5.06. Damage to Center Property. Each participating school corporation 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 school corporation, 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 school corporation, 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 5.07. Payment of Participation Fee. The Participation Fee for each fiscal year shall be payable in one payment. Each participating school corporation shall be billed by September 1, with full payment due by October 1. Participation Fees overdue for 90 days shall be deemed delinquent. If a member fails to pay its Participation Fee by the 120th day beyond the due dates specified herein, services to that 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 5.08. 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 by court action or by other appropriate means.

Section 5.09. 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 VI
New Members, Partial and
Complete Termination of the Interlocal

Section 6.01. 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 6.02. 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 Rule 4, State Board of Education, and the following requirements: (1) a non-public educational unit must be accredited by the Division of Performance-Based Accreditation of the Indiana Department of Education; 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 6.03. 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 6.01 has the same right to withdraw after the initial five (5) year membership period.

Section 6.04. Duration of the Interlocal. The period during which the Interlocal shall continue is perpetual unless dissolved as provided in Section 6.05.

Section 6.05. 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.

Section 6.06. 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' ADM 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 20-5-5 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 VII

General Provisions

Section 7.01. Principal Office. The principal office of the Interlocal shall be located in one of the member school districts.

Section 7.02. 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 7.03. 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 7.04. 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 7.05. 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 7.06. 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 Huntington County, Indiana, the place of the principal office of the Interlocal, and with the State Board of Accounts.

Section 7.07. 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 7.08. 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 7.09. 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 the 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.

COOPERATIVE AGREEMENT
FOR THE
REGION 8 (NORTHEAST INDIANA)
EDUCATION CENTER SERVICE INTERLOCAL

SIGNATURE PAGE

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 of

_____
School Corporation

certifies that the 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.

_____
Superintendent of Schools

_____
Date

APPENDIX A

COOPERATIVE AGREEMENT
FOR THE
REGION 8 (NORTHEAST INDIANA)
EDUCATION CENTER SERVICE INTERLOCAL

PARTIES TO THE AGREEMENT

1. Adams Central Community Schools
2. Blackford County Schools
3. Bluffton –Harrison Schools
4. Central Noble Community School Corporation
5. Dekalb County Central Schools
6. Dekalb County Eastern Schools
7. East Allen County Schools
8. East Noble School Corporation
9. Eastbrook Schools
10. Fremont Community Schools
11. Garrett-Keyser-Butler Schools
12. Hamilton Community Schools
13. Huntington County Community Schools
14. Madison-Grant School Corporation
15. Manchester Community Schools
16. Marion Community Schools
17. Mississinewa School Corporation
18. North Adams School Corporation
19. North Miami Community Schools
20. Northern Wells Schools
21. Northwest Allen County Schools
22. Oak Hill United School Corporation
23. Smith-Green Schools
24. South Adams Schools
25. Southern Wells Schools
26. Southwest Allen County Schools
27. Steuben County Schools, MSD
28. Wabash City Schools
29. Wabash County, MSD
30. West Noble School Corporation
31. Whitley County Consolidated Schools
32. Jay School Corporation (added 1/1/2000)
33. Warsaw Community Schools (added 7/1/03)

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REGION 8 (NORTHEAST INDIANA)
EDUCATION SERVICE CENTER
INTERLOCAL AGREEMENT
ADOPTING RESOLUTION

WHEREAS, Indiana Code 20-1-11.3-1 *et seq.* and 511 IAC 4-4 *et seq.* authorize school corporations in Indiana to enter into agreements to establish, operate, and maintain an educational service center in order to allow the participating school corporations to cooperate and share certain programs and services which they may collectively implement; and

WHEREAS, Indiana Code 20-5-11-1 *et seq.* authorizes two or more local school corporations to engage in joint programs for joint purchases and/or for the employment of joint personnel, with one of the participating school corporations being designated to administer and supervise the joint program, including, but not limited to, receiving and disbursing funds, executing documents, and maintaining records; and

WHEREAS, the governing body of the _____ School Corporation entered into the Region 8 Education Service Center Agreement in October, 1991, pursuant to Indiana Code 20-1-11.3-1 *et seq.*, and 511 IAC 4-4 *et seq.*, and Indiana Code 20-5-11-1 *et seq.* for such purposes; and

WHEREAS, Indiana Code 36-1-7-1 *et seq.* allows public school corporations to enter into an agreement to create a separate entity to administer joint programs, including educational services organized and created pursuant to Indiana Code 20-1-11.3-1 *et seq.* and 511 IAC 4-4 *et seq.*; and

WHEREAS, the Region 8 (Northeast Indiana) Education Service Center desires to terminate the Region 8 Education Service Center Agreement last amended in October, 1991, and to reorganize into an interlocal governmental entity pursuant to Indiana Code 36-1-7-1 *et seq.*, and the terms of the attached Cooperative Agreement for the Region 8 (Northeast Indiana) Education Service Center Interlocal;

NOW, THEREFORE, BE IT RESOLVED, that the Board of School Trustees of the _____ School Corporation agrees to terminate the Region 8 Education Service Center Agreement last amended in October, 1991, to approve the attached Region 8 (Northeast Indiana) Education Service Center Interlocal Agreement, and to participate in the Region 8 (Northeast Indiana) Education Service Center Interlocal Agreement pursuant to the terms of said agreement and pursuant to Indiana Code 36-1-7-1 *et seq.*, Indiana Code 20-1-11.3-1 *et seq.*, and 511 IAC 4-4 *et seq*.

Dated this ____ day of _____, 1998

BOARD OF SCHOOL TRUSTEES

_____
SCHOOL CORPORATION

By: _____
President

ATTEST:

_____
Secretary