

**Kokomo Area Special Education Cooperative (KASEC)  
Joint Services Agreement  
For Special Education  
2020-2021 School year**

This contract signifies agreement that the public school corporations of the State of Indiana to participate in the Kokomo Area Special Education Cooperative in order to provide programs and services for children with disabilities. The participating school corporations are:

**Eastern Howard Community School Corporation**

221 W. Main Street, Suite 1  
Greentown, IN 46936-1118

**Maconaquah School Corporation**

7932 S. Strawtown Pike  
Bunker Hill, IN 46914-9664

**Northwestern School Corporation**

3075 N. Washington Street  
Kokomo, IN 46901

**Taylor Community School Corporation**

3750 E. Co. Rd. 300 S.  
Kokomo, IN 46902

**Tipton Community School Corporation**

1051 S. Main  
Tipton, IN 46072

**Tri-Central Community Schools**

4774 N. 200 W.  
Sharpsville, IN 46068

**Western School Corporation**

2600 S. 600 W.  
Russiaville, IN 46979

In consideration of the mutual promises and agreement hereinafter set forth, the parties agree as follows:

**Section 1: Authority of the Agreement**

Authority is taken from the following sources:

1. The Joint Services Program formed by virtue of this Agreement is authorized by I.C. 20-26-10 and shall Be operated pursuant to that statute.
2. All special education services provided through this Agreement shall be administered in accordance with state and federal laws governing the education of students with disabilities. (IDEIA, Article VII)

## **Section II. Scope of the Program**

The nature and scope of services provided is dependent upon the services necessary to provide quality education for exceptional children as defined by Article VII and the Indiana Department of Education, and in accordance with the comprehensive plan for the planning district.

The Joint Services Program is responsible for the administration of special education and related services for all students with disabilities as defined by IDEIA who reside within the Participating Corporations. The Joint Services Program is also responsible for the direct provision of special education and related services to students in any exceptionality area where the number of students needing such services requires mutual participation from each corporation of the Participating Corporations in order to support such services.

## **Section III. Administration Provisions**

### **The LEA of KASEC is identified as Western School Corporation**

#### **A. Administrating Corporation:**

The LEA of KASEC shall service as the Administering and fiscal agent for the Joint Services Program and shall be responsible for:

1. Budgeting and Accounting
2. Purchasing of supplies and equipment
3. Reporting
4. General Supervision
5. Interviewing and selecting personnel under the joint school service and supply agreement
6. Assuming contractual obligations under the joint school service and supply agreement
7. Applying for and dispersing State and Federal reimbursement
8. Placing teachers and pupils in appropriate class situations and locations

The Administering Corporation shall be included in the term Participating Corporation.

#### **B. Participating Corporations:**

Each of the Participating Corporations shall employ personnel and provide facilities for the special education programs housed within its boundaries.

#### **C. Governing Board**

The governing board shall be composed of one member of each district. This member shall be the Superintendent of his/her designee. Each of the governing board members shall have one vote in matters pertaining to the duties of the governing board. A quorum shall be considered a majority of the board. In conducting the business of the governing board, a binding vote shall be the majority of the governing board.

Duties of the Governing Board:

1. To elect a chairman to conduct the meetings  
The Director or designee shall act as Recording Secretary
2. To work with the Director to develop guidelines and recommend policies to the LEA of KASEC in broad areas for the operation of the joint service programs
3. To review quarterly the progress and development of the existing programs and services
4. At least annually, the governing board will
  - a. review the terms of the joint agreement;

- b. consider recommendations of the Director;
    - c. propose plans for programs, services, and staffing funded through the federal special education grant;
    - d. review the duties and responsibilities of the Director;
    - e. provide input to the Superintendent of the LEA on the performance and evaluation of the Director;
    - f. when necessary, interview and select the Director and Assistant Director of KASEC programs; and
    - g. identify, locate and assign space for KASEC programs within the cooperating school corporations.
  - 5. To meet annually in the spring to finalize plans for the ensuing school year
- D. Kokomo Area Special Education Cooperative may provide or support classes, programs, and services for all students with disabilities of each party to this Agreement as follows:
- Deaf or Hard of Hearing – (Teacher of Record)
  - Blind Low Vision – (Teacher of Record)
  - Moderate Intellectual Disability
  - Severely Intellectual Disability
  - Multiple Disabilities
  - Psychological Services
  - Related Services
  - Pre-vocational Special Education Programs/Services (Grades 9-12)
- E. Kokomo Area Special Education Cooperative may provide consultation or support to teachers and/or staff of the member districts in the areas of behavior, assistive technology or strategies/interventions related to specific areas of disability.
- F. The LEA of KASEC shall have the responsibility and authority to execute documents, maintain records, make decisions, including but not limited to:
- 1. budgeting,
  - 2. accounting,
  - 3. receiving and disbursing funds
  - 4. purchasing supplies and equipment,
  - 5. reporting,
  - 6. applying for and disbursing state and federal funds,
  - 7. personnel decisions, including, but not limited to:
    - a. hiring,
    - b. evaluation,
    - c. discipline,
    - d. transfer,
    - e. assignment, and
    - f. discharge of all special education employees who shall be employees under the contract of the LEA.
- G. Each participating school corporation shall provide its own individual classes, programs and services as agreed upon by the governing board for its own students as follows:
- Mild Intellectual Disability
  - Emotional Disability
  - Orthopedically Impaired

Specific Learning Disability  
Developmental Delay  
Speech/Language Impairment  
Homebound Services  
Preschool Services  
Transportation Services

Two or more participating school corporations may contract, independent of this Agreement, to provide one or more of the programs and services identified in this Agreement.

In addition, for each participating school corporation they shall employ personnel for the above and provide facilities for the special education programs and services housed within its boundaries.

- H. If a student needs a piece of equipment or an assistive technology device that is not typically used in the cooperative classrooms or provided by the cooperative, the home school district will pay for the item. The Director of Special Education will make the determination of what items this involves. This is identified as a child specific need verses a cooperative or cooperative classroom need.
- I. If a student needs an FTE of a 1:1 paraprofessional or support staff member the home school district will employ and provide payment of that position. The Director of Special Education, in consultation with the Superintendent from the home school district, will make the determination for this situation. This is identified as a child specific need verses a cooperative or cooperative classroom need.
- J. Process of assigning Textbook fees/Technology fees for students attending Cooperative Program classes:
  - a. Functional Skills/PVE students continuing in the KASEC program will register in the receiving school district each school year and each subsequent year they are in the program. KASEC will provide a copy of the enrollment paperwork to each student's home district. If during the school year, the home district identifies a student to attend a KASEC Program classroom, enrollment will be completed in the home district. Copies of that enrollment will be provided to KASEC and given to receiving school. If a student moves into a district, verification of residence will be completed by the home district.
  - b. At the beginning of each year, the KASEC office will provide a list of Functional Skills/PVE students, including address, grade and teacher to the school the student is attending for special education programming. This list will also be provided to the Superintendent, Special Education Coordinator, and Business Manager of the sending school.
  - c. The receiving school will send fee statements to parents of all students attending for services, regardless of home school corporation, as is done for all home district students.
  - d. A copy of the fee statement for all KASEC program students, including those qualifying for Free and Reduced Textbook assistance, will be sent to the sending school corporation for payment by November 10<sup>th</sup> of each school year. (see K below)
- K. Collection of Textbook fees/Technology fees for students attending Cooperative Program classes
  - a. Free/Reduced applications and direct certifications are to be completed at the receiving school and provided to KASEC by October 1<sup>st</sup>. A list of KASEC program students by corporation will be provided to the person verifying the Free and Reduced applications, so a listing of eligible students can be created for each sending school district.
  - b. The list of eligible KASEC students, along with a copy of each qualifying KASEC student's application will be given to the KASEC Director and then sent to the treasurer of the sending school corporation when received, but no later than the 2<sup>nd</sup> Friday in October.

- c. It is the sending school's responsibility to file the claim for textbook reimbursement.
  - d. The sending school will pay the receiving district the full textbook, technology, and fees by December 1<sup>st</sup> of each year. (see C above)
  - e. Non Free/Reduced students who do not pay fees will go through the same collection process that the resident students do in the receiving school corporation
- L. Equipment for Cooperative Staff and Classrooms
- a. The Director of KASEC and the Technology Director of the LEA will create a budget and replacement schedule for mobile technology and program specific classroom equipment (exceptions: fixed equipment and student specific equipment) used by KASEC staff and Cooperative classrooms
  - b. The budget and replacement schedule will be submitted to the KASEC Governing Board for approval. Items to be purchased will be funded by the Part B Grant or any additional grant opportunities available, following Governing Board approval
  - c. Purchases will be made based on the specifics for compatibility of the receiving school
  - d. Any differences in costs for provision of iPads or 1:1 technology will be billed back to the sending school district.
  - e. KASEC office will keep an inventory of all items purchased with grant funds and the location of said items.
- M. The Director shall be responsible for all duties as outlined in the job description for the "Director of Special Education for KASEC".

#### **Section IV. Financial Provision**

- A. Each participating school corporation and the LEA shall utilize the Federal IDEIA dollars to support cooperative/joint KASEC programs and services identified in this Joint Services Agreement. Once the Federal IDEIA dollars have been exhausted then each member school district will be obligated to pay a proportionate share of the remaining costs of the cooperative/joint KASEC programs and services for each calendar year. This payment shall be based on a formula of the percentage of Federal IDEIA dollars of each member school district.
- B. Attorney Fees and any costs associated with Due Process proceedings will be divided equally by each member school district; however, when one-member school corporation is found to be substantially non-compliant, in more than one case during any five-year period, then the single member can be required to pay costs based on a Board review of the details.  
Associated costs include those incidental and direct costs incurred for the handling of the Due Process proceeding including, but not limited to, copies, expert evaluations and testimony.
- C. For each Grant cycle, each participating school corporation shall contribute 5.5% from the corporation's Federal IDEIA allocation to the LEA/Fiscal agent of the Cooperative in lieu of an Indirect Cost Rate. These funds are used to off-set the cost of the Fiscal and Administrative Management of Part B 611 and Preschool 619 grants.

#### **Section V: Duration and Dissolution**

The duration of this agreement shall be for a period beginning, July 1, 2020 and extending through June 30, 2021 and every other year thereafter until dissolved or membership is reduced to one School Corporation. In order to assure the continuation of this program for the time specified, a corporation will not withdraw its financial commitment until the end of the time specified above. This agreement may be terminated by any participating school corporation

at the end of the school year for which it was written, provided notification was received as of July 1 of the previous year.

The participating school corporation wishing to terminate their agreement to this document shall notify in writing to all other parties addressed to each Superintendent thereof, by certified mail, return receipt requested, mailed at least one (1) school year in advance of the ending Agreement date. In addition, notification of this intent shall be given to the Division of Special Education, State Department of Education, prior to any withdraw in order to ensure that approved special education programs can be provided for the children with disabilities of the all participating corporations.

#### **Section VI: Amendments to the Agreement**

This Agreement may be amended in writing at any time by the consent of a majority of the parties, provided that each local school board of each school corporation has, by a legally adopted resolution, authorized the execution of such amendment by its president and secretary of the participating school boards.

#### **Section VII: New Members**

Any school corporation wishing to become members of KASEC may do so by filing an application with the Governing Board by January 1 proceeding the school year when the membership would take effect.

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In Witness Whereof, each of the parties hereto acknowledges that its governing body has, by a legally adopted resolution, authorized the execution of this KASEC Joint Services Agreement by its officers whose signatures appear below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(School Corporation Name)

\_\_\_\_\_  
, President

Attest: \_\_\_\_\_

, Secretary

## 2020-2021 Changes in the KASEC Joint Services Agreement

Page 1	Title page	2020-2021 date revised
Page 3	Section III. D.	Terms updated: Moderately cognitive disability changed to Moderate Intellectual Disability Severely cognitive disability changed to Severe Intellectual Disability
Page 3	Section III. G.	Terms updated: Mildly cognitive disability changed to Mild Intellectual Disability
Page 4	Section III. G.	Developmental Delay added
Page 4	Section III. J. a.,b.	Life Skills changed to Functional Skills "Program" inserted between KASEC and classroom "and given to receiving school" added
Page 4	Section III. J. d.	"all" added "program" inserted between "KASEC" and "students" "including those" added in front of qualifying
Page 4	Section III. K. a.	"and direct certification" added "and provided to KASEC" added "program" inserted between "KASEC" and "students"
Page 5	Section V.	Date updated July 1, 2020 June 30, 2021