



STATE OF INDIANA

OFFICE OF THE ATTORNEY GENERAL
302 WEST WASHINGTON STREET, IGCS 5TH FLOOR
INDIANAPOLIS, INDIANA 46204

CURTIS T. HILL, JR.
ATTORNEY GENERAL

April 26, 2018

Amy A. Matthews, Esq.
Church, Church, Hittle & Antrim
Two North Ninth St.
Noblesville, IN 46060

RE: Interlocal Cooperation Agreement: **Southside Special Services of Marion County**

Dear Ms. Matthews:

The Office of the Attorney General (OAG) received on April 25, 2018, the proposed Interlocal Cooperation Agreement forming the Southside Special Services of Marion County to supersede the previous Interlocal Cooperation Agreement recorded in Marion County on February 24, 2011.

The proposed Interlocal Cooperation Agreement complies with Ind. Code § 36-1-7 *et seq.* Accordingly, the OAG approves the Interlocal Cooperation Agreement pursuant to Ind. Code § 36-1-7-4(b).

Please feel free to contact me at (317) 232-6325 should you require anything additional in this regard.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin C. McDowell".

Kevin C. McDowell
Assistant Chief Counsel
Advisory Division

INTERLOCAL AGREEMENT FOR
SOUTHSIDE SPECIAL SERVICES OF MARION COUNTY

Section 1.01 **Name.** The name of the entity is Southside Special Services of Marion County ("SSS").

Section 1.02 **Parties.** The public agencies entering into this amended interlocal agreement (see Exhibit A for Initial 2011 Interlocal Agreement) under I.C. 36-1-7 are the following local public school corporations created under Indiana law:

Beech Grove City Schools
MSD of Decatur Township
Perry Township Schools

These participating members may withdraw and other public agencies may be added as parties to this Agreement and as participating members of SSS, in accordance with the terms of this Agreement. The term "public agency" or "public agencies," and the word "member or members," as used in this Agreement, shall refer to the public agencies that are, from time to time, parties to this Agreement.

ARTICLE 2
PURPOSE AND POWERS

Section 2.01 **Purpose.** The purpose of SSS is to provide educational programming for students with high special education and related services/support needs through the RISE Learning Center. Such programming will be provided at the recommendation of student Case Conference Committees.

Section 2.02 **Powers.** In carrying out such purpose, SSS 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 and Federal Government.
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 SSS.
6. 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 Government and the State of Indiana, and to make and file any report or reports required by such a unit, as well as making periodic operational reports to the member public agencies and such other appropriate reports as they shall request or require.
7. To enter into agreements with the Member School Corporations and to acquire or purchase property, facilities, or services there from.
8. 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 public agencies.

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

ARTICLE 3

DISTRIBUTION OF POWERS: ORGANIZATION, COMPOSITION AND NATURE OF SSS

Section 3.01 Governing Board and Its Powers. The operations of SSS shall be managed by a Governing Board composed of the superintendent of each Member School Corporation. The superintendent may designate an alternate with voting privileges to serve in the absence of the Superintendent. The authority of the Governing Board shall include, but not limited to, the following:

1. Establish policies, procedures and controls with respect to the administration of SSS, and any program or services operated by or under the supervision of SSS.
2. Approve the acquisition of facilities.
3. Employ personnel.
4. Contract for other services as needed.
5. Approve annual budget prepared by the executive director, for the administration of SSS and for any program or services to be operated by SSS.
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 SSS 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 SSS.
9. Delegate, by resolution or rule, authority to take action on behalf of SSS to its Executive Director, including but not limited to, the recommendation of 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 Board of Directors, and any applicable statute or regulation validly issued pursuant thereto.

Section 3.02 Operation of the Governing Board. The Governing Board shall organize each year in July by electing from its own membership a President, Vice-President and Secretary and may appoint an executive secretary as described in IC 20-26-4-1. The Governing Board shall employ persons, other than the Executive Director or a member of the Governing Board, to serve as Treasurer and Deputy Treasurer of SSS. Regular meetings of the Governing Board shall be held at the time and place specified by resolution of the Board. At each of these regularly scheduled meetings, the Executive Director will be responsible for providing an updated financial report. Special meetings may be called by the Executive Director, by the President or Vice President of the Governing Board, or by 50% of its members. A majority 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, as otherwise required by law. Robert's Rules of Order shall govern the conduct of the Governing Board except as otherwise required by statutory law, administrative code or otherwise provided in this document.

Section 3.03 Executive Director. The Governing Board shall employ and appoint an Executive Director who shall be the chief administrative officer of SSS, shall be the administrator of the Rise Learning Center, and, 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 recommend to that Board, the employment, promotion or removal of employees or persons on the staff of SSS and will exercise such other authority as shall be delegated by the Governing Board.

Section 3.04 Officers.

President

The President of the Governing Board shall:

- A. Preside at the meetings of the Governing Board;
- B. Perform other duties appropriate to the office of the President in the management of SSS as the Governing Board determines.

Vice-President

The Vice-President of the Governing Board shall:

- A. Act as clerk at the meetings of the Board;
- B. Record and sign the minute of meetings, orders, resolutions, and other proceedings of the Board in proper record books;
- C. Perform other duties required by law or by the Governing Board.

Executive Secretary

The Executive Secretary, if one is appointed by the Governing Board as allowed under Indiana law, shall perform those duties assigned by the Governing Board which may include all or part of the duties of the Secretary.

Treasurer

The Treasurer shall:

- A. Be the official custodian of all funds of SSS and shall be responsible for the proper safeguarding and accounting for all such funds.
- B. Have the powers and be subject to the limitations which the Treasurer of the 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.
- C. Issue a receipt for all funds coming into his/her hands as well as deposit money and issue all warrants in accordance with law.
- D. Have the authority to transact SSS financial business with a financial institution through the use of electronic funds transfer.
- E. Be responsible for other tasks as assigned by the Executive Director related to the financial operation of SSS.

Deputy Treasurer

The Deputy Treasurer is responsible for such tasks as assigned by the Executive Director or the Treasurer, may exercise the authority of the Treasurer in his/her absence and shall be bonded as determined by the Governing Board.

ARTICLE 4
OPERATIONS, FINANCE, EMPLOYMENT AND SUPPLY

Section 4.01 Method of Operation. The programs and services offered through or supported by SSS shall be provided by SSS for all Member School Corporations or by SSS through contract with a non-member school corporation each of the methods must be approved by a majority of the entire Governing Board.

Section 4.02 Budgets for Programs and Services. SSS shall adopt a budget submitted by the Executive Director, for each program or service operated by SSS, which, in the case of an on-going activity, shall be based on a calendar year, state fiscal year, federal fiscal year, or other period applicable

to a state or federal grant cycle. The income to support the budget shall include grants or program costs to the participating members, which shall be on a uniform basis to each member for similar services, and any other income. The budget may be adjusted from time to time by the Governing Board. The budget for any program or service shall be approved by the Governing Board of SSS. In connection with any such program or service, the Governing Board shall specify the time or times of payment of the charges.

Section 4.04 Effect of This Agreement on Member's Obligations. Neither this Agreement, nor any program or service performed or finished hereunder, 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. The parties are entering into this Agreement to create methods by which these obligations and responsibilities may be satisfied.

Section 4.07 Fees. Membership fees shall be paid annually by each participating member, on a fiscal year basis and at times determined by the Governing Board. For each participating member the fee shall be assessed as outlined in Exhibit B- Fee Schedule. The minimum annual membership fee shall be the equivalent of 10 full school-year RISE student tuition costs. Non-member school corporations may access SSSMC services by engaging in a contract with SSSMC. Fees for services offered to non-member school corporations are outlined in Exhibit B – Fee Schedule.

Section 4.08 Entering Charges for New Members. In the event any additional school corporation or other public agency becomes a member of SSS as provided in this Agreement; it shall be charged an entering fee on a one-time basis in an amount fixed by the Governing Board, which may allow payments to be made in installments. Such fee shall represent the new member's share of the value of SSS at the time it becomes a member calculated on an equitable basis.

Section 4.09 Property of SSS. All property or any interest therein acquired by SSS 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 real or personal property or an interest therein, for use by SSS, retaining ownership thereof, or may transfer ownership of or title to real or personal property to SSS. In either case, the minutes of the Governing Board of SSS shall set forth the ownership of the property and the terms and conditions, if any, of its use by SSS.

Section 4.10 Collection of Charges and Obligations of Members. Any charge to a member or other person provided herein may be collected by SSS by court action or by other appropriate means. The member public agencies shall include in their respective appropriations any charges to which they are obligated under this Agreement. Each member public agency agrees to provide the information required by the Governing Board or the Executive Director and to observe the rules that have been validly adopted by the Governing Board.

Section 4.11 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 SSS given the power under this Agreement to make such a contract. Sale of property shall be made in accordance with Indiana law. The Governing Board may authorize any legal conveyance to be executed by the Executive Director. SSS shall keep books of account and such other records necessary to reflect receipts and expenditures of SSS. 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 and other participating public agencies.

Student specific equipment as defined by the IEP will be the responsibility of the student's home school corporation. Program equipment will be the responsibility of the serving school corporation, and may be

included in the charges billed back to the home school corporation. Equipment that will be purchased through the SSS Capital Projects Fund will include that needed by the RISE Learning Center, and any other current or future SSS programs or facility.

ARTICLE 5
NEW MEMBERS, PARTIAL AND COMPLETE TERMINATION OF SSS

Section 5.01 **New Members.** Any public school or public agency may be added to SSS with the unanimous approval 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 SSS, 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 SSS for a period of at least four (4) years from the time of admission, and;
3. On the approval of any public official or body required under applicable law.

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

Section 5.02 **Duration of the Agreement.** SSS shall continue in existence until that existence is terminated by its Governing Board. Any member may withdraw after giving prior written notice to the Executive Director of its intent to withdraw. A majority vote of the Governing Board shall determine the timeframe for implementation of a withdrawal, not to exceed eighteen (18) months following the withdrawal notification.

Section 5.03. **Dissolution of SSS.** SSS shall be dissolved in any of the following events:

1. Upon unanimous vote of the Governing Board,
2. Or in the event, through withdrawal, the number of members in SSS is reduced to one, and
3. With the approval of any public official or body required under applicable law.

Section 5.04 **Distribution of Property.** Upon dissolution of SSS, its property shall be distributed in an equitable manner in accordance with the total amounts paid into SSS on account of fees or charges or value contributed in-kind, by each member public agency. These amounts shall be calculated on an annual basis and distributed to the Governing Board each year. 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 appropriate provision of Indiana Code for the distribution of property and the distribution shall be made at the discretion of the Governing Board partly in-kind and partly in case, or entirely in cash. The determination of the Governing Board in connection with such distribution shall be final unless it is arbitrary and capricious.

ARTICLE 6
GENERAL PROVISIONS

Section 6.01 **Principal Office.** The principal office of SSS may be located at 5391 Shelby Street, Indianapolis, Indiana, or as otherwise provided by the Governing Board.

Section 6.02 **Amendment.** This document may be amended from time to time by a unanimous vote of Governing Board subject to any required approvals by any State official or body.

Section 6.03 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 6.04 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 6.05 Effective Date. This agreement shall supersede the Interlocal Agreement recorded in Marion County on February 24, 2011 (Exhibit A), becoming effective upon the last to occur of the following:

1. July 1, 2018.
2. The adoption of a resolution by official governing body, of each school corporation or other public agency, approving this Agreement and authorizing its execution on its behalf by each public agency member.
3. Any necessary approval of this Agreement by the State Board of Education, and the Attorney General.
4. The recording of this Agreement in the office of the Recorder of Marion County, Indiana, the place of the principal office of SSS, and with the State Board of Accounts.
5. The execution of this Agreement by each of the public agency participating members.

Notwithstanding these provisions, SSS will have authority to proceed with transition planning including employing personnel, establishing positions, arranging for transfer of employees to member schools, negotiating collective bargaining agreement, selecting a financial institution, and such other matters as are necessary and convenient for SSS to be fully operational as of the Effective Date established above.

Section 6.06 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.

Section 6.07 Complete Agreement. Counterparts. The initial parties are the current members of a joint service and supply agreement known as RISE Special Services. It is their intention to replace that agreement with this Interlocal Agreement which shall be the complete agreement of the parties on the matters covered herein. This Agreement may be signed in counterparts which, taken together, will be considered one agreement.

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BOARD OF SCHOOL TRUSTEES OF BEECH GROVE CITY SCHOOLS

By: Beth Ponder
Vice President

ATTEST: [Signature]
Secretary

STATE OF INDIANA

COUNTY OF Marion

Before me, a Notary Public authorized to administer oaths in the State of Indiana, Personally appeared Beth Ponder and Jill Laker, The ^{Vice} President and Secretary, respectively, of the Board of Education of _____ Beech Grove City Schools, who, on its behalf acknowledge the execution and delivery of the foregoing INTERLOCAL AGREEMENT FOR SOUTHSIDE SPECIAL SERVICES OF MARION COUNTY pursuant to the authority duly vested in them by resolution of such Board or official body of Other Public Agency.

WITNESS my hand and Notarial seal this 24th day of April, 2018.



Catherine Statzer
Notary Public

Catherine Statzer
Printed Signature

My Commission Expires

1-24-2024

My County of Residence

Marion

Executed: April 24, 2018

BOARD OF SCHOOL TRUSTEES OF MSD DECATUR TOWNSHIP

By: Judith Collins
President

ATTEST:
[Signature]
Secretary

STATE OF INDIANA
COUNTY OF Marion

Before me, a Notary Public authorized to administer oaths in the State of Indiana, Personally appeared Judith Collins and Jimmy Ray, The President and Secretary, respectively, of the Board of School Trustees of the MSD of Decatur Township, who, on its behalf acknowledge the execution and delivery of the foregoing INTERLOCAL AGREEMENT FOR SOUTHSIDE SPECIAL SERVICES OF MARION COUNTY pursuant to the authority duly vested in them by resolution of such Board or official body of Other Public Agency.

WITNESS my hand and Notarial seal this 10 day of April, 2018.

[Signature]
Notary Public

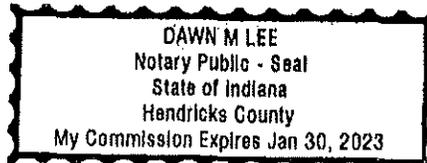
DAWN M LEE
Printed Signature

My Commission Expires

01-30-2023

My County of Residence

Hendricks



Executed: April 10, 2018

BOARD OF SCHOOL TRUSTEES OF PERRY TOWNSHIP SCHOOLS

By: Edw King
President

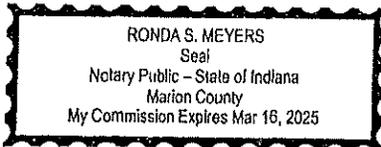
ATTEST:
Ben [Signature]
Secretary

STATE OF INDIANA

COUNTY OF _____

Before me, a Notary Public authorized to administer oaths in the State of Indiana, Personally appeared _____ and _____, The President and Secretary, respectively, of the Board of School Trustees of Perry Township Schools Corporation or other participating public agency, who, on its behalf acknowledge the execution and delivery of the foregoing INTERLOCAL AGREEMENT FOR SOUTHSIDE SPEICAL SERVICES OF MARION COUNTY pursuant to the authority duly vested in them by resolution of such Board or official body of Other Public Agency.

WITNESS my hand and Notarial seal this 11th day of April, 2018.



Ronda S. Meyers
Notary Public

Ronda S. Meyers
Printed Signature

My Commission Expires

3.16.2025

My County of Residence

Marion

This instrument was prepared by:

Amy A. Matthews
Church Church Hittle + Antrim
Two North Ninth Street
Noblesville, IN 46060

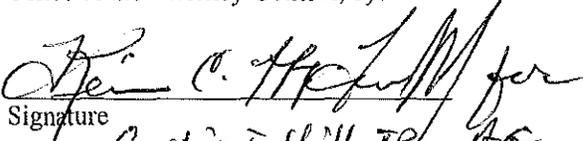
I affirm under penalty of perjury that I have taken reasonable care to redact each Social Security Number in this document.



Amy A. Matthews

Approved under IC 36-1-7-4

Office of the Attorney General, by:



Signature

Curtis T. Hill, Jr., AG

Kerlin C. McDowell

Printed Name

April 26, 2018

Date

